

United States of America
before the
Securities Exchange Commission
100 f St. Ne Washington D.C. 20549 -1019

Release no. 628 / July 7th, 2014
Administrative proceeding
File no. 3 - 15628.

July 21, 014
Sent us .mail

In the matter of Daniel Imperato
Respondent.

** Notice reserving Appeal rights **

Response to initial decision and objection to the decision based on error pertaining to clear and hard factual evidence of disputed facts submitted to the commission and overlooked or misunderstood and petition to reverse ,and retract the initial decision based on the merits ,evidence and the petition for redress here in.

Invoking my rights to A trial by Jury of Peers

See board of regents v roth ,408 us 564

See (5 usc &702)

See sierra club v Morton (405 us 277)

Invoking my rights to receive all Documents unseen
Motion to dismiss on merits and affirmative defenses *(FOIA Act)*

See Bank of nova scotia v united states

Your affiliated admin. Proc . Violates the united states constitution when in fact your false claims of me acting as a broker during the period 2006 07 is past the statutes as well as can not be heard in accordance with your own statements of collateral estoppels which bars your admin. Proc. From hearing theses affiliated claims that should have been taken up in the federal court claims and case and were not .

&3 apa /5 usc&552 & 10 apa,5 usc &&701- 706

Your admin proc. And initial finding forgot the factual evidence(that the commission has breeched its contract and had denied me a trail by jury of peers .

(SEE ATTACHED) redress (Demanding protection From my Governmant under 41 wall), turning this, Proc. Case over to the OIG, and DOJ at once.

Your agency is not in compliance with the laws of the land and nor do they meet the requirements of due process of law.

Citizen protection act 1998

Brady rule 373 us 83 (1963)

Rule 3.8 (d) reversal

Cannon code of ethics 5 (1908)

The primary duty of mc cole lawyer engaged in public prosecution is not to convict ,but to see that justice is done.)

See berger v united states

See zacharias v green (supra note 152 at 228)

Enforcement has created a harmful error

See us v kyles , brady, agurs and bagley

See imbler v pachtman 424 us 409 430 (1976)

See Apa 60 stat.237 (new deal) , cfr. Stock broker definition

Buys and sells in corporations shares in corporation and deal in corporation stock and in other securities . A stock brokers functions are generally broader than those of other brokers. As more than mere negotiator is often responsible for the possession of the securities with which he or she deals . Conversely ,an ordinary broker neither has title to ,no possession of ,property that is being purchased or sold .as stockbrokers serve in a greater capacity ,their responsibilities also extend beyond those of ordinary brokers.

A principle is not a broker.

Admin. Procedures acts (5u s a &551-706 supp 1993 governs the proceedings before federal agencies .

The fundamental (VIOLATION)challenge of admin.is designing a system of checks and balances that will minimize the risks of bureaucratic arbitrariness and overreaching ,while preserving for the agencies the flexibility that they need in order to act effectively . Admin. Law thus seeks to limit the powers and actions of agencies and to fix their place in

See Exhibits
redress) The Commission is Acting AS Judge, Jury AND
prosecutor AGAINST my rights & DUE PROCESS
OF LAW.  2 

government must be kept separate ,that they must not delegate their responsibilities to bureaucratic ,and that the (FORMALITIES OF DUE PROCESS OF LAW MUST BE MET)

SEPARATION OF POWERS MANY OBSERVERS HAVE TAKEN THE POSITION THAT THE BASIC STRUCTURE OF ADMINISTRATIVE LAW IS AND unconstitutional violation OF THE PRINCIPLE OF SEPARATION OF POWER .

Under the separation of power each branch is independent ,has a separate function ,and may (NOT USURP FUNCTIONS OF ANOTHER BRANCH)

These proceedings are in direction violation of due process of law and interfering with a federal appellate case that the admin. Judge stated is related too.

Which relation has to do with claims in 2006 07 violating the statutes of limitations.

The government has harmed me with out following the exact course of the law ,this constitutes violations of due -process ,which offends against the rule of law.

See entick v Carrington

The government has violated my 4th amendment rights which extends to one words see Griswold v Connecticut (lord Camden's rulings)

The government admin. Proceedings and initial decision are in violation of due process based on the fact that theses false accusation which have not be proven by the admin. Judges own orders (see sec. v rappoport) certainly and affirmatively have caused damages (well over the value of 20 dollars) as in the seventh amendment and rights to a jury trail of peers.

See marksman v westview 517 us 370 116 s ct 1384 ,134 l ed 2d 577 (1996)

See chauffers, teamsters and helpers ,local no. 391 v terry 596 ,60 l ed 961 (1916)

See Minneapolis & St. Louis Railroad v. Bombolis, 241 U.S. 211, 36 S. Ct. 595, 60 L. Ed. 961 (1916)

Imperato demands payment for said damages filed prior and ignored (aggrieved person under 17 C.F.R., subpart (b) Equal Access to Justice Act 17 C.F.R. 201.31 (usc 504) and 17 C.F.R. 201.32)

In addition the standard of review and burden of proof have not been met (see sec. v. First Financial Group) and let it be known that under the

Standard of judicial review as follows:

The APA requires that in order to set aside agency action not subject to formal trial-like procedures, the court must conclude that the regulation is arbitrary and capricious, and an abuse of discretion, or otherwise NOT IN ACCORDANCE WITH THE LAW. For these more formal actions, agency decisions MUST BE SUPPORTED BY (SUBSTANTIAL EVIDENCE) record which can be thousands of pages long.

The Commission has shown no evidence of IMPERATO acting as a broker. (substantial, arbitrary and capricious, or statutory)

See Citizens to Preserve Overton Park v. Volpe (401 U.S. 402)

See Motor Vehicle Manufacturers Association of the United States, Inc. v. State Farm Mutual Automobile Insurance

See Chevron USA, Inc. v. Natural Resources Defense Council (468 U.S. 1277)

This is a violation of Article III of the Constitution which reserves the judicial powers for actual courts. Accordingly, courts are strict under the SUBSTANTIAL EVIDENCE STANDARDS when agencies act LIKE COURTS because being strict courts final say, preventing the agencies from using judicial power in VIOLATION OF SEPARATION OF POWERS.

TYING ONE HANDS FROM MAKING A LIVING AS A CONSULTANT OR ADVISOR FOR LIFE IS ALSO A VIOLATION OF THE U.S. CODES OF INVOLUNTARY SERVITUDE. (see 18 USC & 1584)

THE GOVERNMENT IN THESE PROCEEDINGS HAVE VIOLATED
(JUS COMMUNE .)

AS IN THE BILLS OF RIGHTS, MAGNA CARTA , JUDICIARY ACTS ,
DUE PROCESS OF LAW AND THEIR OWN RULES , AND BURDEN
OF PROOF.

THIS I SETTING A BAD PRECEDENT FOR OUR ENTIRE FEDERAL
SYSTEM AND ENDANGERS THAT THE PEOPLE OF THIS GREAT
COUNTRY WILL HAVE NO MORE FAITH IN OUR JUDICIARY
FEDERAL SYSTEM AND COURTS .

Please withdraw /VACATE this bogus claims and reimburse me the damages
requested for fraudulent false claims against me when no evidence of any
sort has been produced nor the case in federal courts repugnant judgments
are valid evidences as well as the statues of limitations on a case started in
2006 and thes claims related to those person are past the statute of limitation
5 year limitations stating from the reasonable start date (05) (06)of the
investigation concerning said false claims that I acted as a broker.

1. Case laws cited are not valid based on the fact that they were not decided
on with any constitutional rights being violated.

2. Imperato due process has been denied and violated again in these
proceedings.

See hurtado v California (110 us 516 ,172)

See twining 211 at 101

See 1884 brown v new jersey 321 us 233

a. Imperato requested the name and address of the s called 26 persons he
alleging brokered /sold securities too.

(THE COURT CASE IS STATED THAT DEFENDANT DEFRAUDED 60
PERSONS AND HAS NOW CHARGED TO 26 WHICH IS BECAUSE
IMPERATO PIERCED THE VERY ESSENTIAL CLAIMS OF THE
COMMISSION IN THIS ONE CLAM NOT MENTION SO MANY
OTHER OF THEIR CLAIMS. THIS IS GROUNDS AND WAS GROUNDS
S FOR DISMISSAL . THAT'S WHY WE HAD NO EVIDENTIARY

HEARINGS OR TRIAL BECAUSE THEY COULD NEVER PROVE THEIR CASE IN COURT OF LAW WITH A JURY OF PEERS BECAUSE THEY HAVE NO CASE) Those names were never provide .

b. no evidence has been presented for any bar for life which is against the constitutional rights of IMPERATO being a consultant or advisor which has no bearing on offering of securities . This is to tie IMPERATO hs hands and take away his ability to protect the shareholders in recovery of their assets as well as his own.

c. Imperato demands the 26 names and addresses and witness statements from them as top the allegations Imperato acted a broker.(brokered them imperaili inc securities) when IMPERATO was a covered person and principle and never a stock broker ,associated with a stock broker nor a acted a s a stock brokerage firm.

Rare Reconsideration issues of material fact

And affirmative defenses

a. based on the fact that the sec. entered in to a settlement agreement as per attached dated . The administrative procedures are contrary to the signed agreement .

b. the civil case sec. imperiali at al was closed on per judge Ryskamp s order see attached order.

c. the summary judgment presented by the sec. subsequent to the settlement agreement and closure of the case was reopened by court error and all responses and findings by the non consented magistrate judge Hopkins should be null and void . An appeal is in process for these matters as well as violation of my constitutional rights which make those judgments repugnant to the us constitution and void.

d. the above disputed issues of fact are material to the case which should be addressed by this administration court proceedings and cannot be dismissed by collateral estoppels .

e. Imperato did not have the legal opportunity to litigate the issue ,did not have a chance for the due process of law required by the us constitution .

f. a company founder ,directors is a covered person and is not consider a

broker ,as well as the offering was blue skied in accordance with sec. And state laws.

G. Theses are grounds of material fact that should vacate these proceedings As well as the actions set forth in the allegations investigated in 2006 is past the statutes of limitation and failure to prosecute or have theses administrative proceedings at all.

3. Imperato has never been proven guilty of any charges concerning acting as a broker and demands that proof to be disclosed to IMPERATO or to dismiss this proceeding and vacate the initial decision . Show me don't tell me.

a. the commission has fail the burden of proof as order by judge Elliot in his findings and has ignored judge Elliot's order.

See. Sec. v rappoprt

b. concerning standard and burden of proof the commission has not met standards by only submitting as evidence the unlawful judgments obtained in direct violation of the united states constitution and repugnant and void immediately as a matter of the laws of this land and the rulings of the supreme court brethren of the united states supreme court concerning upholding the oath of office when acting as a brethren in accordance with and defending the founding fathers foundation of this nations and it unisated states constitution ,bill of rights and the judiciary acts that were part of the oath of office to become and receive the privilege to serve this nation and our federal system.

Those standards have not been met .period. Imperato has no clue on what your commissions claims are concerning acting a s a broker for securities spo under the due process clause of the united states constitution please provide the evidence required by judge Elliot's orders and by the united states constitution .

Imperato will in do time after receipt of the names of the 26 have letters signed by those person that IMPERATO did not sell imperiali inc securities as a broker nor did he ver cold call them or act as the closer.....



SHOW ME NOT WITH THE FALSE WORDS OF THE MOUTH ,BUT WITH PHYSICAL HARD EVIDENCE IN ACCORDANCE WITH JUDGE ELLIOT'S OWN ORDER.

I DENIED ALL CLAIMS MADE AGAINST ME (DE) AND I DENY ALL OF THE CLAIMS ALLEGED IN THESE ADMIN. PROC. AND DESERVERS TO BE HEARD BY A JURY PF PEERS CONCERNING THE VIOLATIONS OF THE UNITED STATES CONSTITUTIONS BY MAN MADE LAWS OF THE COMMISSION BUT NOT BY ANY STANDARDS PF APPROVALS OF AN ACT PF CONGRESS TO VIOLATE THE UNITED STATES CONSTRUCTION AND THE FIFTH AMEND AS WELL AS OTHER S

(SEE ATTACHED REDRESS OF GRIEVANCE)

Judge Ryskamp was hood winked with false hoods.

These proceedings are predicated on a case were the us government violated my constitution rights all for a whistle blower who is a liar. For qualification as a qualified judgment #119

Imperato 30 days of notice of my intent to file suit if not overturned and vacated at once in accordance with the repugnant judgments that are by the law of the land void and to be invalid immediately .

This admin. Proc. Initial rulling is false and unjust as well as defaming and has caused fiancail damges to imperato.

Let me make it clear as day with facts and genuine material evidence of disputet calims.

1. The comssion started their ivestagation end 2005 -2006 . (see exhibit A list of investors)this claims of acting as a broker is not only bogus ,false and unjustified .the commssion has provide 00000 evidence of imperato ever being paid as a broker nor acting as a broker or selling unregistared securities.

See janus capital group v first derivative traders 131 s. ct 2296 (june 13 2011).

See marc gabelli v sec.

See sec. v first financial group

2. Imperato also has provided in the federal court and the appeals court as well as o the comssion copies of letters from at least 30 shreholders of record that are part of the 26 investors on exhibit A (filed de 116 vol I ap 13-1) which the federal case is based on . These letters clearly state that imperato did not initailly contact those persons or sell them any secuitires others covered person did so,and if we have evidenentry hearings properly instead of violation my costitutional rights and if the comsssionn took the time to review the evidence it would hit them square in the face.

Letter filed de 184 exhibits ap 16 -27

Filed vol. I de 116 exhibits ap 16-27

Birks list de 116 ap 14 birks charged with same violation n double jeopardy ap 15 2001 admin. Proc.

Gryphon contract de 22 exhibit f and g letters .

This is physical proof I did not cold call and sell shares to the exhibit A falsely accused and claimed by the sec. bogus complaint .

I did not act as a a broker .

Additionally 15 other inverstror from the same exhibit A were wriitten letters from fred birks at gryphone invest,ents and copies pf the letters and the contact with gryphone was and is filed woith the court.

3. This admin. Hearing is directly related to the same case in federal court or affiliated as the Judge stated . The admin. Proc. Should have been ordered back in 2007 with a cease and desist.

a. This is obstruction of justice and has once again violated my 4th

amendment rights of unreasonable search and seizure by having to file and file the same evidence over and over because the deliberate inadequacy and non interest by the commission to rail road me is evident and will be heard by a jury of peers soon enough in federal court.

4. The commission failed to prosecute and these claims are the same in nature as the federal case which was filed [ast the states of limitastions and exfact laws used with srbanes oakly agasint imperato who was not the responsible party to trhe sec. nor didwas he the ultimate party to write and distrubue any documents prwess releases or other of the company.

5. The companies private palcement was blue skied and paid for and review by company lawyers laura anthony evidenced by her itemized bills.

6. The company then listed on mergent undtrial for blanket blue skies ,so the cliams made of unregistared securities ois false .

7. IMPERATO never earned a comission and never acted a a broker when he was founder and principle for over 18 years of good standing with over 400 shareholders and reviews by the comsssion.

*****Imperato did not act as a broker in any state and was not the scienter of any thing.

See opinion of justice mc kenna sup.ct in 1917

See hail v geiger-jones co. 242 us 539 (1917)

Motion for full court review

Dear Elizabeth M. Murphy Secretary ,

Summary

The admin. Proc. Noticed of November. 27th 2103 clearly states that I would have a chance to prove my innocence and would has a jury like public hearing so that I could present my hard copy evidences that are voluminous to a jury like trail in front of the admin. Law. Judge.

a. to date no jury like trial has been held further denying me the due process



of law required under the united states constitutional.

1. IMPERATO did not act as a broker first of all the securities offered by others were not offered by Imperato and IMPERATO as an owner and officer allows him to sell his private placement as a matter of law.

IMPERATO did not the companies private placement. Dan mangru ,Fred birks ,Kyle hauser and other officers and directors were responsible for the sales and were cover persons and licensed stock broker fully aware of their licensing laws and private placements laws were IMPERATO has no knowledge of such laws and relied on the management and the lawyers and accountants.

2. The letters described in your initial ruling as usual(same as the court case just disregarded) just casually stated IMPERATO filed some documents (documents are genuine material factual evidence of disputed claims)when in fact those documents are letters proving IMPERATO did not call the se 26 persons as well as written communication for the same and sub documents for the ppm that was exempt and blue skies with paid bills to lawyers for blue skies and for preparation and review of the ppm.

***Offered by other covered personal in 2006 and early 2007 before any assets false accused phony assets were placed on the foot notes to the balance sheets ,and then corrected and re stated by IMPERATO after skies theft and imprisonment and fbi investigation.

3. The statute of limitation begins when the investigation began in late 2005 early 2006 stated by the commission and seen on exhibit A investors list. Only Evidence submitted

4. Since this admin. Hearing as stated by the judge is related to the appellate case then the time has run out for the statues and no evidence other then the courts enjoiment judgment repugnant is the only evidence which is not enough for burden of proof of 10 b

15 b because they were ordered by Ryskamp unlawfully with false statements made under oath to the judge and the court by mc cole esq. and continue by other consul now representing this case at appeals and in admin. Proc.

See Hurtado v California.

b. the decision clearly violates my constitutional 1st amendment rights and ties my hands in involuntary servitude for the rest of my life taking away my freedom to be a consultant and adviser to any type of star up company with aspirations of becoming public .

See (MAN MADE RULES CANNOT BAR SOME ONE FOR LIFE)

Summary disposition standard

c. the decision fails to disclose or provide any evidence pertaining to order and demands made by judge Elliot of the severity of the repugnant judgments against

See sec v Rapoport

d. the decision fails (error) to recognize the factual hard core physical evidence of genuine material factual disputed claims backed up with evidence which makes the decision and the commission entitled to a summary disposition the same as the courts summary judgments that they were not entitled to when in fact a settlement agreement (case closed) was signed and reached and then voided by the commission with false claims that I never gave them financial statements which were all filed with the court.

Finding of fact

1. The complaint stated I sold un reg. Securities to 60 persons (between 2006 and july of 2007) Then was changed to 26 persons of which still to date have not been identified by the commission as to which 26 persons with in their exhibit A .

a. the company did not have these alleged false assets on their balance sheets ,in fact the aug 31 st sb filings were submitted to prove such as well as that filing was e signed by brad hacker the new cfo ,account cpa not IMPERATO.

Hacker violated e signature rules (edgar has whole stated in wells statements)and could not provide a document that I allowed him to use my signature because it does not exist I never signed such authorization.

2. The company imperiali paid its lawyer Laura Anthony esq. to blue sky the placement document she prepared and reviewed evidenced by her itemized copies pf her bills to the company which have been submitted to the court.

(See your own statement concerning legal bills submitted in response)

a. the company person responsible to the sec. Charles Fiscina (put him on the witness stand)admitted that he error concerning his filings in front of witnesses which would have been called on if my constitutional rights were violated by taken away my jury trial of peers.

See de 20 , exhibits 124 ,125 126. de 22 exhibits s- x

b. Charles fiscina took over in late 2006 and further the blue skies filings by engaging and becoming a client of merchant services which is a blanket blue skies registration of offerings .

c. charles fiscina settled the case with the commission in 2011. 6 months before I was served a complaint.

The settlement with fiscina dated ..(sept 20th 011 de 11) Of which I was supposing a party too but was never noticed of any settlement until the service of the compliant(jan 9th 012) which shows the signed notarized dates that fiscina settled the case.

See Mergent. Industrial listings (blue skie s 38 states)

d. Mergent was contracted on 10 /11 /06 when IMPERATO removed him self under the direction of Charles fiscina and dan

mangru as a director not to have a conflict because presidential run.

e. IMPERATO s passport and third party witness staff ,can prove that he was never in the offices of imperaili as well as testimonies from lillian Rodriguez and others .

See ballard v hunter (204 us 241)

See cary v piphus 435 us 247

See miliane v central Hanover trust co. see Richards v Jefferson county.

Dan mangru and charlse fiscina and others need to deposed and questioned under oath in front of a jury.

See *Sec. cuban 634 f supp.2nd 713p.4*

Egan Jones rating co. v sec.

spencer e Brasch ,admin,

proc. file # 3-14891)

3. The factual evidence that there was in fact a private placement and it was blue skied is factual.

4. The persons responsible and covered whom sold the securities were lisc. Securities dealers and officers of the company not Imperato.

a. the letters signed form over 30 investors and the original letters to another 15 persona out of the exhibit a clearing show that Daniel IMPERATO did not cold call those persons that is hard fact.

5. The commission used the courts (Ryskamps rulings as evidence and

made this decision based on said rulings.

a. the court judgments were ordered and are repugnant to the united states constitution as well as the recommendation reports of a partial final order by a non consented magistrate .

The commission cant provide a consent form required by court procedures and judiciary acts . To authorized a final partial summary judgment ordered by a magistrate.

b. the case laws used in this proceedings are in valid based on the fact that the 45 persons have proven that IMPERATO did not sell them securities and the blue skies registration with mergent (blanket blue skies 38 states contracted by imperiali Charlse Fiscina)and laura Anthony's payments for blues skies (exhibits layers itemized statements stated by Judge payment for blues skies)further negates the case laws as not valid .

Subpoena fiscina mangru chaplic hong mai and others . Prove your case of drop it. (Sec v rapport)

c. the case laws are not valid since evidence of the court case in appeal was used in this proceeding of which those court and appeal has not been determined as well as those entire court case is repugnant to the constitution making your admin. Hearing ruling the same.

6. The allegations of false press releases and false statements is unsubstantiated by the commission and false based on the factual genuine material physical evidences as well as the piercing of the essential element sof the entire admin. Proc. And court case.

a. the cable project was restarted and proven by (current)signed agreements with geodex in brazil and allcatel/lucent and was being re planned for service after 9 /11 and 11 million dollars invested in the projects world wide. And confirmed by sec. investigations by (see mike banyans sec. reports) in 2000. (sec.v cuban)

See de 20 exhibits 94 ,95

The project cost 1.5 bb with 8.5 bb rev. in 15 years

See Valuation de 20 exhibits 96

B . the press company I one connect distributed press in over 150 countries and the search engine has reciprocal links and over 30 countries with substantial traffic based on the public way back system and the way back reports submitted to this proc. Along with sworn affidavits from john kolby who rebuild the engine after eric skies and Kaiser himmel disaster of which IMPERATO was a victim of a crime and still recovered the company trying always to protect the shareholders as he has till today with insurance calims and cases in process with the federal court.

c. the search engine is in storage and the servers will be lit up soon enough so that the fbi and the courts can see a physical working search engine with 100 million pages indexed making the commission claims false and moot.

d. the press releases concerning imperaili are factual truth and the company was operating world wide and had subsidiaries and assets which have been and can be verified in front of the court in a jury trial of peers as well as in front of the adm. Proc jury trail like court that was state to be held and never held .

7. The commission fails to acknowledged their own internal conflict of interest when it comes to a BDC business development corporation and GAPP rules pertaining to the booking of assets .

a. IMPERATO restated the balance sheets and removed all assets after the eric skies and other theft of the company assets as well as the fbi confiscation of document and other assets of the company Kaiser himmell imperiali when eric skies took over control of the management in oct. and full control of the company stock in nov 19 . 2007 . Until late 2008 early 2009 when IMPERATO fought to get back his company .

See de 20 exhibit EE

b. IMPERATO asked at his request for wells interviews and the fbi s cooperation to recover .

c. The government never asked IMPERATO to take wells or cooperate with

the fbi. Imperato did it at his own request and that Brady material has now been used against him.

See *Brady 373 us 83 (1963)* brady v maryland

See sec. v cuban

8. The irs tax returns and reconciliation reports of the company and IMPERATO audited by both the irs and other accounts and auditors clearly shows the money trail and the disbursements of money . Imperato never earned million dollars personally.

This is false claims supported by irs audits.

a. mccole signed settlement agreement and change the amounts based on that evidence in front of magistrate Palermo and then denied that he ever has a settlement agreement and received a summery partial final judgment for a non consent magistrate with out evidentiary hearings.

b. settlement agreement (witnessed and notarized by the judge and the court)was to be approved by the commission 5 member board and until today no explanation or determination has been told to IMPERATO in fact he has been denied any answer or proof (denied by admin. Proc.) that any meetings and determinations took place with the 5 member board which is deception, fraud and intent plus perjury by mc ole at the settlement conference with judge Palermo.

See admin. Proc. Rsvp to respondent And dockets for settlement agreement

9. The case is rare that's fact so rare that it must be overturned and theses proceedings must be vacated because the case laws used in this admin. Proc. Are not relevant to this case because none of these cases were decided in violation of the united states constitution nor were they determined or ruled on with any citation or mention of the defendants constitutional rights being violated clearing seen in the dockets of the court case and merited by the united states constitution laws of the land of which the court and the judges have violated ignored and shall be held accountable for not upholding the us constitution of which they oath ed their office as judge and representative of the court to rule and up hold under path the constitution of the united

states of America which clearly was not done and almost reached a criminality and conspiracy by which totalitarian government agents conspired and denied my constitutional rights merited by the docketts.

See

I WAS NOT THE ULTIMATWE DESCION MAKER NOR DITRIBUTOR OR WRITER OF ANY PRESS RELEASES,EDGAR SEC.FILINGS OR ANY PRIVATE PALCEMNT DOCUMNTS DISTRIBUTED BY THE COMPNAY OFICIALS BY FEDERAL EXPRESS WITH RECEIPTS TO VERFY THAT I NEVER SENT OUT THE COMPANIES PRIBVATE PAPLCEMENT ,NOR DID I DO ANY FINAL WRITINGS ,OR VERSION OF ANY SEC. FILING OR PRIVATE OFFERING DOCUMENT.

SEE JANUS CAPITAL GROUP V FIRST DERIVITIVE TRADERS 131 S CT 2296 (JUNE 2011.)

IMPERATO CAN NOT BE HEALD LIABLE FOR OTHERS ACTIONS BECAUSE HE WAS NOT THE ULTIMATE AUTHORITY.....

I was not the accountant or the auditors
See litigation explosion j acct sept 1984

I was not the scienter nor was I willfully and knowingly of the accounting procedures and sec filing done by Charles fiscina stated in his own words . Stay out of the reg. process I did before I will do it again no need for your input Mr. IMPERATO I will take care of it don't be bothered.

Scienter

Scienter burden of prove not met by the commission and no proof of knowing and willful intent is factual with a trail by jury of peers .

Striking the scienter efforts to criminal IMPERATO and over charge exuberantly penalties.

See alexander l bendar

See francine ritter

See omnibus reconciliation act of 1980

See 42 usc .1320

See us v krizak 7 f supp 2d 56,60 dc 1998
See 42 usc -publ.no 104 -191 us v butcher
See us v jain
See us v greber
See hanstester v shalala
See Edward brosky

10. Imperato has not been proven a scienter of any thing and was not a scienter in a mind set to ever defraud anyone and was only working to build a very successful world wide company that was shut down do to 9 /11 and then restarted which is not illegal .

The commissions false claims and this false admin. Proce. Has now taken the very food off the table and has violated my constitutional rights .
1st and amendments . 14th and 7th and 5th ,4th and others.

See Griswold v Connecticut

See Marchant v. Pennsylvania (153 us 380)
See Hagar v reclamation (111 us 701)

Since I have been barred for life and my hands are tied to be a n advisor or consultant to any public company which is directly destroying my income ,reputation and the abilities for the shareholders to ever receive their well deserved rewards and recover their investments.

See

11. The commission has now also interfered with the insurance claims and policies by stating we had no ins. (see case # 14 cv80586 & 914cv80323) when in fact we did and their false fraudulent statements and repugnant judgments may in fact negate the insurance further damages the very public interest.(the commissions evidenced stated(insurance NONE) false

a. This is a disgrace to the country and false in nature as well as against the principles of our founding fathers and certainly setting of bad precedence and showing our county and our citizens that the commission has no regard for the fundament alienable rights an the foundation n of our great nations constitution ,bill of rights and the judiciary acts an most other procedural

rules and court procedures that have been and are in violation of my rights seen and evidenced in the dockets of the case supported by genuine material factual evidence of disputed facts piercing the very essential of this case from day one and since the year 2000 when I was accused of the same false claims .

To prove a scienter of fraud is the responsibility of the commissions burden of proof which they have not established and have no evidence of such .

12. Why would I being trying to recover a company which was defrauded by skies and stolen from as well as file insurance claims (case # S)to receive funds for the investors if I was in a mind set to willful and knowing to defraud.

a. the commission blatant disregard of fair and just proceedings an violation of my constitutional rights is the commissions negligence and responsibility for the loss of the shareholder investments and my reputation.

13. Please take this a a 30 day notice of intent to file a law suit in supreme court ,federal court ,circuit or international court of hagge against all parties concerned who have conspired against me and have taken awa y my constitutional rights.

PRAYER FOR RELIEF

THE DEFENDANT RESPECTFULLY REQUEST DENIAL OF ANY SUMMARY JUDGMENT AND REVERSAL OF ALL JUDGMENTS AS A MATTER OF LAW . THE DEFENDANT IS INNOCENT UNTIL PROVEN GUILTY IN FRONT OF A TRAIL BY JURY AS A MATTER OF LAW AND HE WAS DENIED .THESE JUDGMENTS ARE REPUGNANT TO THE UNTIED STATES CONSTITUTION AND SHALL BE VOID IN ACCORDANCE WITH THE SUPREME COURT RULES AND CONSTITUTIONAL LAWS. THE RESPONDENT PRAYS TO THIS COURT AND

Judge Elliot to use his wisdom and knowledge of intellectual property and telecommunications infrastructure as well as matter of law , too delver a decision that is in complaint with the rules ,laws and court procedures as well as to protect the integrity of the court and the member board s oversight and to show the fairness rule and equal justice acts are followed by the commission and this court proceedings by denying the use of abuse of power and reversing all judgments(acting as a broker) as a matter of law and principle that meets the standards of the brethren of this court proceedings and our founding fathers of the united states constitution set fourth and agreed to by this court and all its Judges.

Affidavit

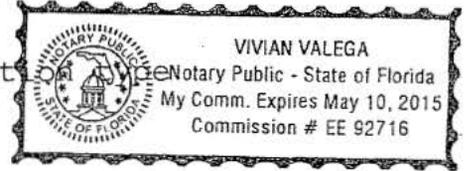
My name is Daniel IMPERATO , I prepare this document I reside at [REDACTED] I as best I could recollect and that I declare that to the best of my knowledge and belief, that the statements made in this document are true ,correct and complete.

State of Florida
Palm beach county

Sworn to and subscribed before me the undersigned notary public ,this 22nd day of July . 2014

My commission expires 5/10/15

personally known produces identification
produced Florida Driver's License



Vivian Valega
Notary public

Document prepared by *[Signature]* July 22th /2014

Dr. Fr. Daniel Imperato [REDACTED] f [REDACTED]

[REDACTED]

[Handwritten mark]

EXHIBIT

Petition for a redress of grievance

1. Being a citizen of the united states of America and the state of Florida ,I do petition the southern district court of Florida and the us securities exchange commission in accordance with article 1 of the amendments of the constitution of these united states of America.

2. Article 1 of the amendments to the constitution of these united states of America , "congress shall make no law respecting an establishment of religion, or prohibiting, the free exercise there of ; or abridging the freedom of speech ,and to petition the government for a redress.

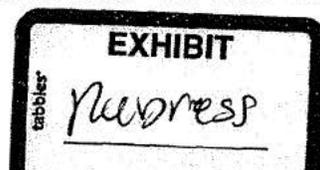
3. as a citizen of these united states of America and the state of Florida, I petition that I should be granted the rights as set forth in article 1 ,section 9; clause 2 of the constitution of united states of America; article VI, section 2 ,clause I of the amendments to the constitution of the united states of America article v of the amendments to the constitution of the united states of America; article vi of the amendments of the constitution of the united states of America ;article VII of the amendments of the constitution of the united states of America; article VIII of the amendment of the constitution of the united states; and article XIV of the amendments of the constitution of the united states of America.

4. Article 1 section 9, clause 2 of the constitution of the united states of America state," the privilege of the writ of habeas corpus shall not be suspended, unless when in cases of rebellion or invasion the public safety may require it.

5. Article IV, section 2 ,clause I of the constitution of the united states of America, states :the citizen of each state shall be entitled to all privileges and immunities of citizens of the several states"

6. Article I of the amendments to the constitution of the united states of America state," congress shall make no law respecting and establishment of religion, or prohibiting the free exercise there of ,or abridging the freedom of speech ,or of the press; or the right of the people peaceably to assemble, and to petition the government for redress of grievances."

7. Article V of the amendments to the united states of the



Pages # 1-21 # 1

united states of America state," no person shall be held to answer...nor be deprived of life ,liberty, on property article , with out due process of law..."

8. Article VI of the amendments of the constitution of the united states of America state, "in all criminal prosecution the accused shall enjoy the right to a speedy and public trail, by an impartial jury of the state and district where in the crime shall have been previously ascertained by law, and to be informed of the nature of the cause of the accusation :to be confronted with witnesses in against him; to have compulsory process fro obtaining witnesses in his favor, and to have the assistance of consul for his defense."

9. Article VIII of the amendments to the constitution of the united states of America states, "excessive bail shall not be required, no excessive fines imposed ,nor cruel and unusual punishments inflicted."

10. Article IX of the amendments to the constitution of the united states of America states, "the enumeration in the constitution of certain rights ,shall not be construed to deny or disparage other retained by the people."

11. Article X of the amendments to the constitution of the united states of America states," the powers not delegated to the united states by the constitution ,nor prohibited by it to the states are reserved to the states of respectively ,or to the people."

12. Article XIII, section I of the amendments to the constitution of the united states of America states, neither slavery nor involuntary servitude ,except as a punishment for crimes were of the parts shall have been duly convicted shall exist within the united states ,or any place subject to their jurisdiction."

13. Article XIV, section I of the amendments to the constitution of the united states of America states,"... no state shall make or enforce any law which shall abridge the privileges of immunities of citizens of the united states; nor shall any state deprive any person of life ,liberty ,or property ,with out due process of law, no deny to any person with in its jurisdiction the equal protection of the laws.:

14. It is herby petitioned for a redress of grievance in the most humble terms ,using the very words in my petition from the declaration of independence ,the constitution of the united states of America ,and the amendments there to, and

the interpretation of the constitution of the united states of America by some of the most honorable justices to ever sit on the supreme court of the united states of America."

15. It is hereby petitioned that on the 17th day of October 2013, I filed a petition for a redress of grievance with the united states southern district court of Florida requesting that court to restore my constitutional rights from involuntary servitude.;

16 . I hereby petition that on October, 17th 2013 ,I petitioned the united states southern district court and the united states securities exchange commission requesting them to restore my constitutional rights and take any and all legal action in order to restore my liberty from involuntary servitude.

17. It is here by petitioned that I petitioned the united states southern district of Florida and the securities exchange commission on this 17th day of October 2013 asking the court and the commission to restore my constitutional rights relieving me and my family from involuntary servitude or issues a writ of habeas corpus in the form of a united states law or an amendment to the constitution of the united states of America stating that I do not have the constitutional rights of freedom of choice.

18 .it is hereby petitioned that I petition us attorney general holder on this 17th day of October 2013 ,requesting them as attorney generals to restore my constitutional rights relieving me and my family from involuntary servitude or issue a writ of habeas corpus in the form of a united states law or amendment to the constitution of the united states stating that I don't have the constitutional right of freed on choice. "

19.it is herby petitioned that the answers received have only resulted in repeated injury to me and my family , they have placed upon us oppressions and denied to us the right of liberty and the pursuit of happiness ,these rights being endorsed by the creator ,and stated on july 4th 1776 in the magna carta of the united states of America, the declaration of independence."

20. It is hereby petitioned that the 17th section of the judiciary act of 1789,c 20, enacts :that all the said courts shall have the power to make and establish all necessary rules for the orderly conducting of business in the said courts, provided such rules are not repugnant to the laws of

the united states : .. That this court and the commission will not act with repugnance to the laws of the united states as we the united states district court ,southern district of Florida and the securities exchange commission .

21. It is here by petitioned that this petition for a redress of grievance is petitioned in the most humble terms in hopes that this court and the securities exchange commission will not act out of prejudice ,but will unite to uphold The declaration of independence and the constitution of the united states of America.

22. It is hereby petitioned that throughout the history of this world ,men and nations have made laws to govern people...some for the benefit of the rulers ,some for the benefit of the people .. But when our founding fathers created the constitution of the united states of America ,it became the supreme law of this land, thus nullifying British Law, napoleon law and roman law in America. The only law that It did not nullify was law written by the hands of the creator HIMSELF ,for our forefathers incorporated HIS law in the constitution of the united states of America and the amendments to the constitution of united states of America.

23. It is hereby petitioned that if this is to be a more perfect union ,to establish justice, to insure domestic tranquility ,to provide for the common defense ,to promote the general welfare ,and to secure the blessings of liberty to ourselves and our posterity, that this court will act and render a just ruling on this humble petition for a redress of grievance."

24. It is hereby petitioned that in no time in the court history of this nation has the supreme court been called on by a citizen in the form of redress of grievance to restore hs liberty that has been taken away by and inferior federal court of this court :at no time in the history of this nation have the justices of the supreme court refused to allow a citizen his day in the court :at no time in the history of this nation have the justices of the supreme court refused a citizen because of his financial standings ,his liberty ;at no time in the history of this nation have the justices of the supreme court refused to uphold the constitution of the united states of America ;therefore , it is under the constitution and the declaration of independence and the will of ALMIGHTY GOD backing theses two documents that this court to attempt to define liberty with out saying that it is not the freedom of choice that the citizens of this great nation desire.

25. it is hereby petitioned that the constitution of the united states of America says that the writ of habeas corpus shall not be suspended in article I , section 9 , clause II of the constitution of the united states of America.

26. It is hereby summonsed that this court issue a writ of habeas corpus in the form of law or and amendment to the constitution of the united states of America in accordance with the article I , section 8 clause 18, article , v and I and article VI , clause 2 stating I do not have the right of "freedom of choice: as set forth in article IV , section 2, clause I of the constitution of the united states of America.

27. it is hereby petitioned that the writ of habeas corpus has never been denied by the supreme court even when the president of the united states suspended it in 1861: chief justice Taney upheld article I, section 9 clause 2 of the united states constitution of America under the view that only congress could suspend the writ.

28. it is hereby petitioned that this court held under article IV of the constitution of the united states of America in its decisions in the slaughter house clause, 16 wall, 36, 1873, that "another privilege of a citizen of the united states is to demand the care and the protection of the federal government over his , life liberty and property ..." and that if this court up holds this part of that decision , then it will grant me the right of :freedom of choice:, since that rights is not repugnant to the laws of the united states of America in accordance with article I , section , 8 , cause 18 of the constitution of the united states of America.

29. It Is hereby petitioned and herein summonsed that this court issue a writ of habeas corpus to the securities exchange commission , and the united states district court southern division of the district of Florida to produce a constitutional amendment in accordance with article V , clause I of the constitution of the united states of America nullifying article IV , section 2 , clause I of the constitution of the united states of America.

30. It Is hereby petitioned and herein summonsed that this court issue a writ of habeas corpus in form of an amendment to the constitution of the united states of America nullifying article IV , section 2, clause I of the constitution of the united states.

31. It is hereby petitioned that this court shall comply

With the 17th section of the judiciary act of 1789 in the aforementioned request fro a writ of habeas corpus.

32. It is hereby petitioned that this court uphold this grievance so that the American people will know that America is the land of the free and not a police state ,for life in a police state is a suffocating experience . "grievance that are aired do not become as virulent as grievances that are suppressed or driven under ground." only totalitarian governments dare not allow redress of grievances to be heard in their courts ,and this is the reason that totalitarian governments do not long endure."

33. It is hereby petitioned that on the 25th day of September ,1789 that congress agreed and proposed the bill of rights which included the provisions granting all Americans the right to petition the government for a redress of grievance and also ,guarenteed that congress could not make any laws abridging the right of a citizen to petition the government for a redress of grievances, in the words of Alexander Hamilton ,in the federalist (no 84) ,for why declare that things shall not be done which there is no power to do ? Why for instance ,should it be said that the liberty of the press shall not be restrained when no power is given by which restrictions may be imposed ?" then this court is exercising powers not granted to them in the constitution of the united states of America.

34. It is hereby petitioned ..that "the explosive events behind the October fourteenth resolution of the first continental congress ,...as the fat that the colonists were not allowed the liberty to petition . Two grievances cited are as follows ," that the colonies are entitled to the common law of England ,and more especially ,to the great and inestimable privilege of being tried by their peers of the right peacefully to assemble ,consideration of their grievance ,and petition the king ; and that's all prosecutions prohibitory proclamations ,and commitments for the same are illegal. "

35.Its hereby petitioned that I am being treated as William Bradford on the 12th day of February ,1693, and have been held in involuntary servitude by the united states district court, southern district of Florida, since that court order of Fredrick Allen , timothy Allen , minors ,etc. , at all v. the board of public instruction of Broward county . Quoting (November 21st) " ye have never let me have a copy of my presentment , nor will ye now let me know what law ya prosecute upon.

36. It is hereby petitioned and herein summonsed that this court issue a writ of habeas corpus to the justice department of the united states and the united states district court ,southern district of Florida to produce a constitutional amendment in accordance with article v , clause I of the constitution of the united states of America nullifying article I of the amendments to the constitution of the united states of America.

37. It is hereby petitioned and herein summonsed that this court issue a writ of habeas corpus in the form of an amendment to the constitution of the united states of America in accordance with article V section I of the amendments to the constitution of the united states of America or accept this grievance.

38. It is hereby petitioned that the court issued by the united states district court ,southern district of Florida placing me and my family ,in involuntary servitude is repugnant to the article v of the amendments to the constitution of the united states of America which states , "no person shall be held to answer ... nor be deprived of life ,liberty ,or property ,with out due process of law.

39. It is hereby petitioned that the court order by united states district court ,southern district of Florida is not a law in accordance with the definition of law in the supreme court ruling -- *hurtado v California* 119 ,u.s. 516 4 th ,ct 111,28,1 ed,232 (1884). This ruling is quoted ; "it is not every act,; legislative in form , that is law. Law is something more than a mere will exerted as an act of power. It must be not a special rule for a particular person ,or a particular case ,but in the language of Mr. Webster ,in his familiar definitions , "the general law ,a law which has before it condemns which proceeds upon inquiry ,and renders judgment only after trial, : so that every citizen shall hold his life, liberty ,property and immunities ,under the protection of the general rules which govern society .and thus excluding ,as not due process of law , and penalties ,acts of attainder, bills of pain and penalties ,acts of confiscation, acts of reversing judgments ,and other special ,partial and arbitrary power ,enforcing its edicts to the injury of the persons and the property of its subjects , is no law, weather manifested as the decree of a personal monarch or of an impersonal multitude . And the limitations imposed by our constitutional law upon the action of the government ,both state and national ,and essential to the preservation of public and private rights ,not withstanding the representative character of our political institutions. The enforcement of theses limitations by judicial process is

the devise of self governing communities to protect the rights of individuals and minorities ,as well against the power of numbers ; as against the violence of public agents transcending the .limits of lawful; authority ,even when acting in the name and wielding the force of the government. It follows that any legal proceedings enforced by public authority ,weather sanctioned by age and custom, or newly devised in the discretion of the legislative power ,in furtherance of tie of general public good, which regards and preserves these principles of liberty and justice ,must be held to be due process of law."

40. The above court order does not stand for liberty and justice ,as defined in the dictionaries of this country ,to wit:

1. Webster's sevent new collegiate dictionary ,copy right 1963, defines liberty as .1 :the quality or state of being free: a. the power to do so as one pleases , b freedom from physical restraint , c freedom from various social ,political ,por economic rights and privileges . E the power of choice."

2. The American heritage dictionary of English language ,copy right 1970, defines liberty as . 1 a. the condition of being not subject to restriction or control. B. the right to act in a manner of ones choosing. 2 " the states of not being in confinement or servitude."

3. Webster's new twentieth century dictionary . Copy right 1957, defines liberty as . 1 freedom or release from slavery ,imprisonment ,captivity ,or any other form of arbitrary control. 2 the sum of rights and exemptions possessed in common by the people of a community ,state.

41 . It is hereby petitioned that in Webster's dictionary ,the word liberty also is defined as privilege , 2 a: a right or immunity enjoyed by prescription or by grant : privilege b :permission esp. to go freely within specified limits ", the above limits were set down by the supreme court of the united states of America in the slaughter - house cases by the supreme court ,which states ,:... to give definitions of citizenship of the united states ,and citizenship of the states ; that the privileges and it is recognized the distinction between citizenship of state and citizen ship, of the united states by those definitions :that the privilege and immunities of citizens of the states by embrace generally those fundamental civil rights for the security and establishment of which organized

society was instituted ,and which remain, with certain exceptions mentioned in the federal constitution, under the care of the united states government : while the privileges and immunities of citizens of the united states are those which arise out of the nature and essential character of the national government, the provisions of its constitution ,or its laws and treaties made in pursuance thereof :and that it is the latter which are placed under the protection of the congress by the second clause of the fourteenth amendment"

42. It is hereby petitioned that the court order issued by the southern district court ,southern district of Florida is the most flagrant use of arbitrary power enforcing its edicts on the person of me and my family and is not ,"a law which hears before it condemns ,which proceeds inquiry and renders judgment only after trial ." but is an act of a totalitarian government for it does not support the principle of liberty and justice ."

43. It is hereby petitioned and herein summonsed that this court issue a writ of habeas corpus in the form of an amendment to the constitution of the untied states of America in accordance with article I ,section 8 , clause 18, and article V ,clause I of the constitution of the united states of America that will deprive me and my family of our liberty and with out due process of law, and holds me and my family to answer for violations of the due process of law clause of the fourteenth amendment which this court held to be unconstitutional in brown v . board of education, 347 us 483, 487,98 L . ed . 873 877,74 s. ct. 686,38alr2d 1180)(brown I) , which was committed by the state of Florida and the board of public instruction of broward county .

44. it is hereby petitioned that united states district court, southern district of Florida has placed me and my family in involuntary servitude do to my financial condition of having to chooses between a private school and a public school , and that because I chose a public school, and that because I chose about a public of which the administrators admitted the they were not complying with this courts decision in brown I . the united states district court, southern district have denied to me the right of article VI of the constitution of the united states of America and the right that this court ordered to be allowed in brown II . (brown v .board of education 349 us 294, 300- 301 , 99 L. Ed . 10183 , 1106,75 S. Ct. 753) that right being the implementation of the governing of constitutional principles.

45. It is hereby petitioned that article VI of the amendment

s of the united states constitution southern district and the securities exchange commission , has place my family involuntary servitude for a civil offense committed by others and is not constitutional or in accordance with the seventh section of the judiciary act of 1789.

46. It hereby partitioned and herein summonsed that this court issue a writ of habeas corpus to the justice department of the united states and the united states district court southern district of Florida to produce a constitutional amendment in accordance with article v ,clause I of the us constitution of the united states of America nullifying article VI & VII of the amendments to the constitution of the united states of America.

47. It is hereby petitioned and herein summonsed that this court issue a writ of habeas corpus in the form of an amendment to the constitution of the united states of America nullifying article VI & VII of the amendments to the constitution of the united states of America.

48. It is hereby petitioned that the united states district court of the southern district of Florida and the securities exchange commission has inflicted upon me and my family cruel and unusual punishment in direct violation of article VIII of the amendment of the constitution of the united states of America ,that punishment being loss of my constitutional right of freedom of choice as guarenteed by article IV ,section 2 ,clause I of the constitution of united states constitution irregardless of financial condition.

49. It is hereby petitioned and summonsed that this court issues a writ of habeas corpus to the securities exchange commission of the united states of America for the united states district court Sothern district of Florida to produce a constitutional amendment in accordance with article V ,clause I of the constitution of the united states of America in accordance with article VIII of the amendments of to the constitution of the united states of America

50. It is hereby petitioned herein summonsed that this court issue a writ of habeas corpus in the form and amendment to the constitution of the united states of America in accordance with article V ,clause I ,of the constitution of the united stets of America nullifying article VIII of the amendments to the constitution of the united states of America.

51. It is hereby petitioned that this court article IX of the amendments to the constitution of the united states of America in as much as congress has not passed a law in accordance with article I ,sec.8 , clause 18 of the constitution of the united states of America, and article V ,clause I of the constitution of the united states of America , to deny me and my family the right of freedom of choice as to what public choose my child shall attend and in which this court upheld in the united states workers v. mitchell,330 ,u.s. 75 ,94-96, 99 (1947).

52.It is hereby petitioned and summonsed that this court issues a writ of habeas corpus to the securities exchange commission of the united states of America for the united states district court Southern district of Florida to produce a constitutional amendment in accordance with article V ,clause I of the constitution of the united states of America in accordance with article VIII of the amendments of to the constitution of the united states of America nullifying article IX of the amendments to the constitution of the united states of America.

53. It is hereby petitioned and here in summonsed that this court issue a writ of habeas corpus in the form of an amendment to the constitution of the united states of America in accordance with article v, clause I of the constitution of the united states of America nullifying article ix of the amendments to the constitution of the united states of America or uphold article ix in regards to this petition and the courts ruling in the united public workers v Mitchell 330 u.s. 75, 94-96,99 (1947)

54. It is hereby petitioned that no power has been delegated to the united states government or the securities exchange commission by the constitution of the united states of America to deprive me and my family of :freedom of choice" or to place us in involuntary servitude ,with out the united states government and the securities exchange commission compiling with article I section 9 . Clause 2, of the united states of America article I section IV ,section 2 clause I of the constitution of the united states of America : article I of thee amendments to the constitution of the united states of America ; article V of the constitution of the united states of America :article VI & articles VII of the amendments to the constitution of the united states of America :article VIII of the amendments to the constitution of the united states of America, and article IX of the amendments to the constitution of the united states of

America.

55. It is hereby petitioned that the power of "freedom of choice "is the power granted to me and my family by the constitution of the united states of America in accordance with article IV ,section 2, clause X of the amendments to the constitution of the united states of America.

56. It is hereby petitioned and here in summonsed that this court issues a writ of habeas corpus to the securities exchange commission of the united states of America ,and the united states district court ,southern district of Florida to produce to produce a constitutional amendment in accordance with article V ,clause I of the constitution of the united states of America in accordance with article X of the amendments of to the constitution of the united states of America.

57 .It is hereby petitioned and summonsed that this court issues a writ of habeas corpus in the form and amendment to the constitution of the united states of America in accordance with article V ,clause I ,of the constitution of the united state s of America nullifying article X of the amendments to the constitution of the united states of America.

58 .It is hereby petitioned that the power of not being placed in involuntary servitude is granted to me under article XIII of the amendments to the constitution of the united states of America.

59. It is hereby petitioned that the united states district court of the southern district of Florida, power of not being placed me in involuntary servitude by the arbitrary power in direct violation of the thirteenth amendment to the constitution of the united states of America.

60.It is hereby petitioned that the court has deprive me and my family of liberty and subjected me and my family to slavery as defined in the dictionaries of this country, to-wit:

1. Webster's seventh new collegiate dictionary ,copy right 1963, defines slavery as .2 :the submission to a dominating influence " subservience ."

2. The American heritage dictionary of English language ,copy right 1970, defines slavery as . 3 a. the condition of being or addicted to a specified influence.:

3. Webster's new twentieth century dictionary . Copy right 1957, defines slavery as . 3. A condition of submission to our domination by some influence, habit ect.;

61. It is hereby petitioned that the court has deprived me and my family of involuntary servitude as defined in the dictionaries of this country ,to wit;

1. Webster's seventh new collegiate dictionary ,copy right 1963, defines servitude as .1; the subjection to another that constitutes or resembles slavery or serdom 2; aright by which something (as a piece of land) owned by one person is subject to specified use or enjoyment by another syn, servitude ,slavery ,bondage mean the state of being subject to a master . Servitude mean is chiefly rhetorical and imprecise in use;it implies in general lack or liberty to do as one pleases ,specifically lack of freedom to determines ones course of action and conditions of living slavery implies subjection to a master who owns ones person and may treat one as property :bondage implies a state of being bound in law or by physical restraint to a states of complete subjection to the will of another.;

2. The American heritage dictionary of English language ,copy right 1970, defines slavery . Synonyms : servitude, bondage ,slavery. These nouns state a condition of being involuntary under the power of another . Servitude sometimes refers broadly to the absence of liberty but generally implies involuntary service. : bondage emphasis's being bound to service of another with virtually no hope of freedom. Less literally ,slavery and bondage can refer to subjection to any person ,economic system ,or vice.;

3. Webster's new twentieth century dictionary . Copy right 1957, defines servitude as . 1 the state of involuntary subjection to a master ;slavery ;bondage . 2.; a state of mental submission or subordination; a slavish dependence ; servility."

62. quoting justice field in his concurring in part and dissenting in part ; statement during the WONG WING , LEE POY ,LEE YON TONG,and CHAN WAH DONG,appts .,v united states ,.case `in 2 story ,const.1924,it is said that this amendment "forbids , not merely the slavery heretofore known to our laws , but all kinds of involuntary servitude not imposed in punishment for a public offense." applying this reasoning to the united states district court , southern district of Florida ,the state of Florida and the board of public instruction of Broward county laws , it must be

concluded that the above united states district court , southern district of Florida's court order discriminates against me and my family for financial reasons and therefore must be unconstitutional .

63.It is hereby petitioned and summonsed that this court issues a writ of habeas corpus to the securities exchange commission of the united states of America for the united states district court Sothern district of Florida to produce a constitutional amendment in accordance with article V ,clause I of the constitution of the united states of America in accordance with article V, clause I, of the constitution of the united states of America nullifying article XIII of the amendments to the constitution of the united states of America.

64.It is hereby petitioned and summonsed that this court issues a writ of habeas corpus in the form and amendment to the constitution of the united states of America in accordance with article V ,clause I ,of the constitution of the united state s of America nullifying article XIII of the amendments to the constitution of the united states of America.

65. it is hereby petitioned that this court held in brown I and brown II that dual but equal school systems did not comply with the due process clause of the fourteenth amendment , to the constitution of the united states of America.

66. it is hereby petitioned that if the dual but equal school system was set up according to race and that this does not comply with the due process clause of the fourteenth amendment , then any system set up according to race does not comply with this clause.

67. It is hereby petitioned that the united states district court ,southern district of Florida not only establishes districts by race but discriminate against all races through the use arbitrary power in direct violation of the constitution of the united states of America has heretofore mentioned.

68. It is hereby petitioned and here in summonsed that the court issue a writ of habeas corpus to the justice department of the united states , the united states courts of appeals for the fifth district and the united states district court, southern district of Florida to produce a constitutional amendment in accordance with article V clause I of the constitution of the united states of America

nullifying XIV of the amendments to the constitution of the united states of America .

69. It is hereby petitioned and summonsed that this court issues a writ of habeas corpus in the form and amendment to the constitution of the united states of America in accordance with article V ,clause I ,of the constitution of the united state s of America nullifying article IV of the amendments to the constitution of the united states of America.

70. It is hereby petitioned that this court has two (choices in regards to this partition for a redress of grievance:

1 the earliest choice would be to completely disregard this petition for a redress of grievance and in so doing , inform the people of America that we indeed are a totalitarian government ,leaving the citizens of America with only one choice to once again ,take up arms and annihilate politically these men who think they are more powerful than the people who allow them to govern them. If the court doubts how far people will go achieve their freedom ,then look back on history.

2. The hardest choice in regards to this partition for a redress of grievance contains the following parts;

a. this court must except this humble petition for a redress of grievance and uphold article I of the amendments of the constitution of the united states of America.

b. this court must recognize the judiciary act of 1769.

c. this court must prosecute only these who have violated the constitution of the united states of America and not all the people of this country ,for policies some elected officials have adopted .

d. this court must produce one law ,that does not allow me "freedom of choice" as to what school my children shall attend ,in accordance with article I ,section 8 , clause 18 of the constitution of the united states of America.

e. this court must interpret article one , section 9, clause 2 ,of the constitution of the constitution pof the united states of America, article Iv, section 2 , clause I of the constitution of united states of America ;article I of the amendments to the constitution of the united states of America ;article V of the amendments to the constitution of the united state of America ;article VI & Vii of the

amendments to the constitution of the united states of America ; article Viii of the amendments to the constitution of the united states of America; article IX of the amendments to the constitution of the united s states of America ; article X of the amendments to the constitution of the united states pf America; article Viii of the amendments to the constitution of the united states pf America, and article XIV of the amendments to the constitution of the united states of America different then what has been interpreted by great justice of the supreme court of the united states of America, including the decisions rendered by some of the great justices presently sitting on this court .

f. this court must allow liberty in America once again

71. It is hereby petitioned that the following charges included in this " petition for a redress of grievance "are by far the greatest charges that can be made against any public servant . Knowing that the reactions of this court , the lower federal courts and the members of the securities exchange commission, maybe the same as the reaction of the king of England when he received the news of the declaration of independence , I would like to call your attention the reason Mr. Charles Carroll town appears behind his name on the declaration of independence . "the name of Carroll is the only one of the declaration to which the residents (italica(of the signer is appended. The reason why it was done in this case , is understood to be as follows. The patriots who signed that document, did it ,almost literally , with ropes about their necks , it being generally supposed that they would, if unsuccessful, be hanged as rebels' .when Carroll has signed his name , someone at his elbow remarked , "you ll get clear --- there are several of that name -- they will not know which to take. " " not so , "replied he ,and immediately added , " of Carrollton " . (united states book , j . w. barber ,1833 new haven).

72. It is herein charged that the united states district court, southern district of Florida, did on the 17th day of October 2013, violate the seventeenth section of the judiciary act of 1789 c . 20 ,and in so doing conspired with the securities exchange commission. to violate article I ,section , clause 18 by unlawfully legislating laws contrary to the aforementioned article."

73. It is herein charged that the united states district court, southern district of Florida, did willfully violate article IV , section 2, clause I of the constitution of the united states of America ;article I the amendments to the constitution of the united states pf America, article V of

the amendments to the constitution of the united states of America, article VI &VII of the amendments to the constitution of the united states pf America; article VIII of the amendments to the constitution of the united states of America; article IX of the amendments of the constitution of the united states of America ;article X of the amendments to the constitution of the united states of America; article XIII of the amendments to the constitution of the united states of America and article XIV of the amendment to the constitution of the united states of America.

74. It is herein petitioned that the evidence of the above violations is on file and was filed at 3 pm October 17th ,2013 in the united states district court southern district of Florida , case no. 9:12-cv-80021

75. It is herein charged that the united states district court, southern district of Florida acted , on October 17th ,2013 as a totalitarian court in direct violation of artcle VI & VII , clause 2 and clause 3 of the constitution of the united states of America.

76.It is herein charged that the united states district court, southern district of Florida did violate article III ,section I of the constitution of the united states of America.

77. It is herein petitioned that if these charges are false , this court can produce each and every writ of habeas corpus in this petition.

78. It is herein charged that attorney general Eric holder ,attorney general Pam bondi, concerning the civil rights division of the united states of America by failure to take action when notified under article I of the amendments to the constitution of the united states of America on October 17th 2013 and October 17th ,2013 that article IV , section 2 , clause I of the constitution of the united states of America have been violated by the untied states district court , southern district of Florida and the securities exchange commission of the united states of America.

79.It is herein charged that the attorney generals and above the securities exchange commission by not upholding article VI & VII clause 3 of the constitution of the united states pf America did conspire with the united states district court , southern district of Florida te set up a totalitarian government enforcing its edict on the free citizens of America , particularly me and my family.

80. It is herein charged that the above charged members of the securities exchange commission of the united states conspire with the united states district court , southern district of Florida to violate articles I ,V, VI,VII,VIII, IX ,X XIII, and XIV of the amendments to the constitution of the united states of America.

81. It s hereby petition the evidence for the above violation s is on record in the united states southern district court ,southern district of Florida in the form pf a petition for redress of grievance received on October 17th 2013, and a petition redress grievance received on oct. 17th 2013.

82. It is hereby petitioned that I these charges are false ,this court can produce each and every writ of habeas corpus in this petition.

83. It is herein charged that the united states securities exchange commission ,and the united states southern district court of Florida did on the October 17th 2013 , violate these seventeenth section of the judiciary act of 1789 ,c. 20. , and in so doing , conspired with securities exchange commission ,the united states district court , southern district of Florida , and the above mentioned members of the united states securities exchange commission to violate article I , section 8 , clause 18th by unlawfully legislating laws contrary to the aforementioned articles.

84. It is herein charged that the united states securities exchange commission ,and the united states southern district court of Florida did on the October 17th 2013 , suspend the writ of habeas corpus in direct violation of article I ,section 9, clause 2 of the constitution of the united states of America.

85. It is herein charged that the united states securities exchange commission ,and the united states southern district court of Florida did on the October 17th 2013 Violate article IV , section 2 , clause I of the constitution of the united states of America.

86. Its is herein charged that the united states securities exchange commission ,and the united states southern district court of Florida, did on October 17th 2013 violate article VI & VII , clause 2 and clause 3 of the constitution of the united states pf america.

87. Its is herein charged that the united states securities exchange commission ,and the united states southern

district court of Florida, did on October 17th 2013 violate article I of the amendments to the constitution of the united states of America.

88. Its is herein charged that the united states securities exchange commission ,and the united states southern district court of Florida, did on October 17th 2013 violate Article V of the amendments o the constitution of the united states of America.

89. Its is herein charged that the united states securities exchange commission ,and the united states southern district court of Florida, did on October 17th 2013 violate Article VI &VII ,section VIII , IX ,X ,XII and XIV of the amendments to the constitution of the united states of America .

90. Its is herein charged that the united states securities exchange commission ,and the united states southern district court of Florida, did on October 17th 2013 violate Article III ,section I of the constitution of the united states of America .

91. It is hereby petitioned that the evidence of the above violations is on file and was file on October 17th 2013 By the deputy clerk of the united states court of Florida ,southern district of Florida.

92. Its is herein charged that if theses charges are false ,the court and the commission can produce each and every writ of habeas corpus in this petition .

93. It is herein charge that the lawyers and agents of the securities exchange commission of the united states have conspire with the united states court southern district of Florida; the above mention members of securities exchange commission ;the united states district court, southern district of Florida to violate article VI & VII clause 2 and clause 3 of the constitution of the united states of America and have allowed involuntary servitude to be placed upon me and my family residents of the states of Florida in direct violation of article XIII of the amendment to the constitution of the united states of America.

94. it is hereby petitioned, that magistrate Hopkins and senior judge Ryskamp and associated justices, that you brethren of the court have the final say so in regards to the interpretation of the constitution of the united states of America. I am nothing ore then an average every day citizen educated in the average schools in America. In

schools of this country , it is thought that America is the ;and of the free and that the constitution of united states of America is not just a piece of paper but the foundation for this freedom. If you brethren of the court s derive your power from the constitution of the united states of America, then it is impossible for you to disregard this constitution. I derive the power of freedom of choice not interpreting the constitution but rather by the supreme courts interpretation of this constitution. I feel as and America citizen that this courts interpretation of the fourteenth amendment in the is bar far the greatest form of justice ever rendered with the exception of the emancipation proclamation, but because of the reluctance of the securities exchange commission to enforce it, the citizens of America have been placed in involuntary servitude by this court.

95. You brethren of the court have stated that the freedom of the choice plan for public education was not a "sacred talisman "in those , but I say to you that the constitution of the united states of America is a "scared talisman" and the rights it grants have to be a "sacred talisman ". this court held in 1873 that I have the right of every other citizen in America under article IV ,section 2 ,clause 1 of the constitution of the united states of America. Has it been so long since the writing of the constitution of the united states of America that this court has forgotten that this right was given to me by the abolishment of the article s of confederation ?

96. Your brethren of the court have issued court orders that discriminate against individuals who can not afford legal consul . Your brethren of the court have attempted to make the rules and law s of this great state and the united states of America, like the systems of the union of soviet socialist republics, (the government informs the people of America what who are pro se in this court) all of this you have done in order to bring the American to the realization that dual but equal due process of law and the non appointment of consul were unconstitutional .

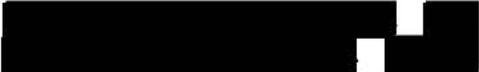
97. Prejudiced ,racisms and discrimination cannot be erased by issuing orders from the highest court or the lowest courts of this country when those orders commit the people to involuntary servitude. the only way to abolish these three stigmas is to allow people to choose the consul of their choice which your decision must allow.

98. If elected officials operate this country including the court systems in direct violation to the fourteenth

amendment to the constitution of the united states of America and try to force the above stigmas on the people of America ,then these public officials should indicted by a federal grand jury for violations of their oath to support the constitution of the united states of America. In palm beach county Florida , the commission admitted in court that they were operating separate but equal institutions enforcing their edict on Daniel Imperato or others . By charging these elected public officials with a violation of the fourteenth amendment to the constitution of the united states of America it is doubtful that members who replace them would violate the fourteenth amendment to the constitution of the united states of America . It s true that all the people would choose to have the right to consul and its is true that's all the people would have the right to consul , but those who did could did could say the constitution of the united states of America gives me this liberty . Those that did not choose would no be saying the federal court s have taken away our liberty according to the constitution of the united states of America.

99. I have summonsed you members of the court to grant only one thing -- the right of freedom of choice to a jury trial or produce the laws under the constitution which deny me this right.

Respectfully Petitioned

Daniel J IMPERATO


Affidavit

My name is _____ I prepare this document I reside at _____
I as best I could recollect and that I declare that to the best of my knowledge and belief, that the statements made in this document are true ,correct and complete.

State of Florida Palm beach county
Sworn to and subscribed before me the undersigned notary public ,this _____ day of _____ . 2013
My commission expires _____
_____ personally known _____ produces identification type _____
produced _____

Notary public

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

CASE NO: 12-80021-CIV-RYSKAMP\HOPKINS

Securities & Exchange Commission

Plaintiff

vs.

Imperiali, Inc., et al

Defendant

NOTICE OF TRIAL

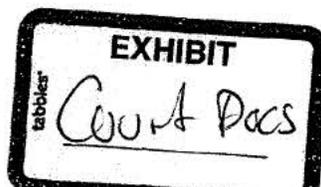
This case is set for **jury TRIAL** commencing the two-week trial period of **November 4, 2013**, in West Palm Beach, Florida. All matters relating to the scheduled trial date may be brought to the attention of the court at **CALENDAR CALL** on **October 31, 2013** in the Federal Courthouse, Courtroom No. 1, 701 Clematis Street, 4th floor, West Palm Beach, Florida at 1:15 P.M.

Plaintiff's counsel shall notify any attorneys not listed below of this notice of trial. Any motion for a continuance **MUST** be in writing in order to be considered.

DATED this 22nd day of June, 2012.

/s/ Sharon J. Hibbs
SHARON J. HIBBS, Judicial Administrator to
JUDGE RYSKAMP

c: All Counsel of Record



Pages # 1 - 76

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

Case No 12-80021-CIV-RYSKAMP/HOPKINS

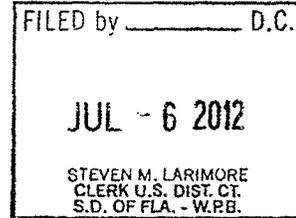
SECURITIES AND EXCHANGE COMMISSION,

Plaintiff,

vs.

IMPERIALI, INC., et al.,

Defendants.



**STANDING DISCOVERY ORDER FOR
MAGISTRATE JUDGE JAMES M. HOPKINS**

The following procedures are designed to help the Parties and the Court work together to timely resolve discovery disputes without undue delay and unnecessary expense.

MEET AND CONFER

Counsel **must** actually confer (in person or via telephone) and engage in a genuine effort to resolve their discovery disputes **before** filing discovery motions. In other words, there must be **an actual conversation** before a discovery motion is filed. During this conversation, **counsel shall discuss the available options for resolving the dispute without court intervention** and make a concerted, good faith effort to arrive at a mutually acceptable resolution. If counsel refuses to participate in a conversation, then the movant shall so state in the required certificate of conference and outline the efforts made to have a conversation.

The Court may impose sanctions, monetary or otherwise, if it determines discovery is

2

being improperly sought, is being withheld in bad faith or if a party fails to confer in good faith. Sending an email or telefax to opposing counsel with a demand that a discovery response or position be provided on the same day will rarely, if ever, be deemed a good faith effort to confer before filing a discovery motion.

DISCOVERY MOTIONS

If parties are unable to resolve their discovery disputes without Court intervention, U.S. Magistrate Judge James M. Hopkins will hold a regular discovery motion calendar every Thursday, beginning at 1:00 p.m. at the Paul G. Rogers Federal Building and Courthouse, 701 Clematis Street, Courtroom 6, West Palm Beach, FL 33401.

If a discovery dispute arises, the movant shall file a motion, **no longer than 5 pages** (not counting signature block and certificate of service) by the **close of business on the Monday immediately preceding that Thursday's discovery motion calendar call**. The purpose of the motion is merely to frame the discovery issues and succinctly explain the dispute. The moving party **must** attach as exhibits any materials relevant to the discovery dispute (i.e., discovery demands/responses). The motion shall include citations to cases and other authority the movant wishes the Court to consider.

By the close of business on Wednesday, the day before the discovery motion calendar call, the opposing party must file a response to the motion, **no longer than 3 pages** (not counting signature block and certificate of service), containing any cases or other authority it wishes the Court to consider, and attaching any necessary exhibits, not already attached to the movant's papers.

Upon receipt of the pleading(s), the Court will enter an endorsed order setting the matter down for a hearing on Thursday of that week, and advising the parties of the specific time they must appear. Motions will begin to be heard at 1:00 p.m. and will continue thereafter as necessary. If either party wishes to appear by telephone, they must so advise the Court in their pleading. Parties wishing to appear by telephone will be contacted at the phone number listed on the docket sheet, unless an alternate number is provided in advance of the hearing.

PRE-HEARING DISCUSSIONS

The mere fact that the Court has scheduled a discovery hearing/conference does not mean that the parties should no longer try to resolve the dispute. To the contrary, the parties are encouraged to continually pursue settlement of disputed discovery matters. If those efforts are successful, then counsel should contact Judge Hopkins' chambers as soon as practicable so that the hearing can be timely canceled. Alternatively, if the parties resolve some, but not all, of their issues before the hearing, then counsel shall also timely contact chambers and provide notice about those issues which are no longer in dispute (so that the Court and its staff do not unnecessarily work on matters which became moot).

EXPENSES, INCLUDING ATTORNEY'S FEES

The Court reminds the parties and counsel that Fed. R. Civ. Pro. 37 (a) (5) requires the Court to award expenses, including fees, unless an exception (such as the existence of a substantially justified, albeit losing, discovery position) applies to the discovery dispute and ruling.

DONE and ORDERED in Chambers at West Palm Beach, Florida, this 6th day of July,

2012.

James M. Hopkins

JAMES M. HOPKINS
UNITED STATES MAGISTRATE JUDGE

Copies to:
Counsel of Record



SR. UNITED STATES MAGISTRATE JUDGE
PETER R. PALERMO
SETTLEMENT CONFERENCE
SIGN-IN SHEET

Thursday, October 11, 2012

SECURITIES AND EXCHANGE COMMISSION,

v.

IMPERALI, INC., DANIEL IMPERATO, CHARLES FISCINA &
LAWRENCE A. O'DONNELL,

CASE NO. 12-80021-CIV-RYSKAMP/HOPKINS

PLEASE PRINT

PLAINTIFFS

SEC

DEFENDANTS

Timothy S. McCole
Name (please print)
Counsel
Relationship to Party

[Signature]
Name (please print)
Pro se
Relationship to Party

Name (please print)

Relationship to Party

Name (please print)

Name (please print)

U.S. District Court

Southern District of Florida

Notice of Electronic Filing

The following transaction was entered by McCole, Timothy on 5/6/2013 at 11:13 PM EDT and fi
5/6/2013

Case Name: Securities and Exchange Commission v. Imperiali, Inc. et al

Case Number: 9:12-cv-80021-KLR

Filer: Securities and Exchange Commission

WARNING: CASE CLOSED on 03/14/2013

Document Number: 105

Docket Text:

**MOTION for Summary Judgment and Memorandum of Law In Support by Securities
Exchange Commission. Responses due by 5/23/2013 (Attachments: # (1) Statement
Facts, # (2) Appendix 001-083, # (3) Appendix 084-134, # (4) Appendix 135-208, # (5)
Appendix 209-213B, # (6) Appendix 214-221, # (7) Appendix 222-244, # (8) Appendix
264, # (9) Appendix 265-271, # (10) Appendix 272-290, # (11) Appendix 291-312, # (12)
Appendix 313-322, # (13) Appendix 323-342, # (14) Appendix 343, # (15) Appendix 34
351, # (16) Appendix 352-357, # (17) Appendix 358-376)(McCole, Timothy)**

9:12-cv-80021-KLR Notice has been electronically mailed to:

Jennifer Brandt brandtj@sec.gov, fairchildr@sec.gov, justicet@sec.gov, stewartan@sec.gov

Timothy S. McCole McColeT@sec.gov, fairchildr@sec.gov, justicet@sec.gov, stewartan@sec.gov

9:12-cv-80021-KLR Notice has not been delivered electronically to those listed below and will b
provided by other means. For further assistance, please contact our Help Desk at 1-888-318-226

Daniel Imperato

The following document(s) are associated with this transaction:

Document description: Main Document

Original filename: n/a

Electronic document Stamp:

[STAMP dcecfStamp_ID=1105629215 [Date=5/6/2013] [FileNumber=11304354-0
][6bfb22b52de9001b1650da72a3615078a9b66d98edce9f41919a9d57a9fde40b1be



UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
BURNETT PLAZA, SUITE 1900
801 CHERRY STREET, UNIT #18
FORT WORTH, TEXAS 76102-6882
PHONE: (817) 978-3821 FAX: (817) 978-2700

IN REPLYING
PLEASE QUOTE
FW-3245

October 15, 2012

VIA UPS: 1ZA3781XA294311189

Daniel Imperato
Imperiali, Inc.
c/o Daniel Imperato, Registered Agent

Re: Return of Imperato Tax Returns
SEC v. Imperiali, Inc. et al.
Civil Action No.: 9:12-cv-80021, USDC SD Fla.

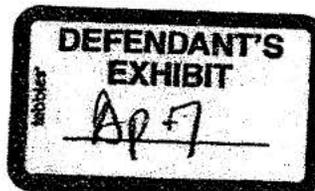
Dear Mr. Imperato:

Enclosed are your original 2006, 2007 Amended, and 2008 through 2010 Tax Returns that you provided Timothy McCole at the Court hearing on October 11, 2012.

Please contact Timothy McCole with any questions at 817.978.6453 or via email at McColeT@sec.gov.

Sincerely,

Tina Justice
Trial Paralegal



Timothy s. Mc Cole
801 cherry st. 19th fl
Ft worth Texas 76012
Tel 817 978 6453 fax 817 978 4927
Attorney for plaintiff
Email mccolet@sec.gov.

May 7th 2013.

Please find the copies of documents you were sent back some time ago.

I know you blamed the US mail for the last documents sent. Have no ability to make any statements as to my ex wifes belongings as stated in the past.

I have given you authorization long ago back in 2008 with all bank information's and accounts back then as well as have given you audited tax returns for the years in question.

I am insolvent and fighting for my life and food on my table.

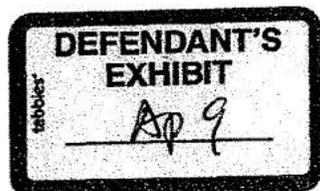
I am innocent man and never received any ill botten gains ever.

If you require any further please advise.

DATED : May 7, 2013

Respectfully submitted

Daniel Imperato
Pro se





UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
BURNETT PLAZA, SUITE 1900
801 CHERRY STREET, UNIT #18
FORT WORTH, TEXAS 76102-6882
PHONE: (817) 978-3821 FAX: (817) 978-2700

IN REPLYING
PLEASE QUOTE
FW-3245

April 4, 2013

Daniel Imperato



Re: Proposed Settlement in SEC v. Imperiali, Inc. et al.
Civil Action No.: 9:12-cv-80021, USDC SD Fla.

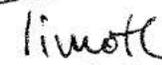
Danny:

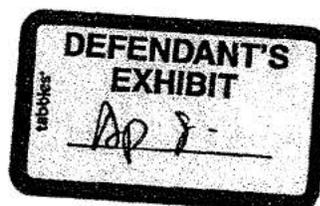
To complete the settlement we reached under Judge Palermo, I still need the sworn financial statement and your bank statements for the last 12 months. Please send those along as soon as you can. If you have any questions or would like to discuss any issues, please call me.

I have emailed you recently, but received no response. And, when I dial your phone number, I get a message that your phone cannot accept any calls. If your email and phone number have changed, please call me with that new information.

I hope you are well. I look forward to hearing from you soon. You can reach me at 817.978.6453 or McColeT@sec.gov.

Sincerely,


Timothy S. McCole
Trial Attorney



Sent to TINA by Sec Prepaid
VPS LABEL

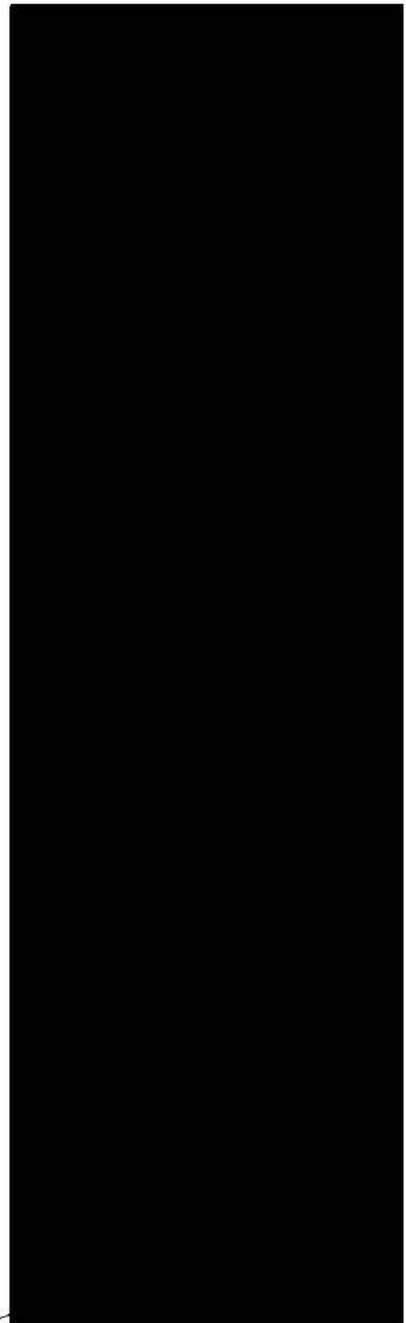
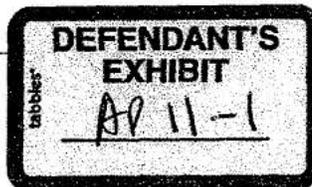
UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
STATEMENT OF FINANCIAL CONDITION OF
Daniel Imperato

I. Statement of Assets and Liabilities as of September 28, 2012:

A. Assets:

List all assets owned by you, your spouse, or any other member of your household, directly or indirectly, and all assets which are subject to your or your spouse's possession, enjoyment, or control, regardless of whether legal title or ownership is held by a relative, trustee, lessor, or any other intermediary, including but not limited to the categories indicated below.

1. Cash
2. Cash Surrender Value of Insurance
3. Accounts Receivable
4. Loans or Notes Receivable
5. Real Estate
6. Furniture and Household Goods
7. Automobiles
8. Securities
9. Partnership Interests
10. Net Value of Ownership Interest in Business
11. Individual Retirement Accounts (IRAs)
12. Keogh Accounts or Plans
13. 401(k) Accounts or Plans
14. Other Pension Assets
15. Annuities
16. Prepaid Expenses or Liabilities
17. Credit Balances on Credit Cards
18. Other (Itemize) *Realty*
19. _____



Total Assets

B. Liabilities:

List all liabilities, including but not limited to the items listed below.

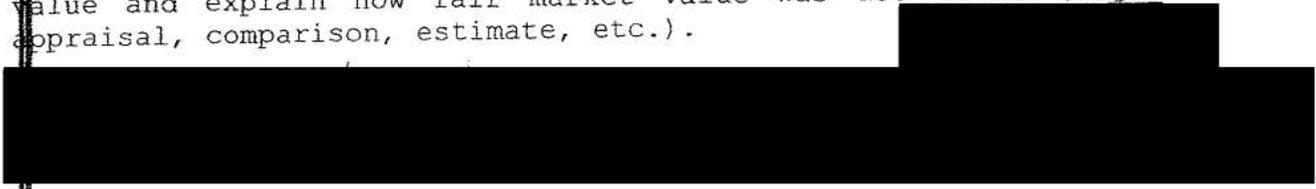
- . Mortgages
- . Auto Loans
- . Credit Card Debt
- . Loans on Insurance Policies
- . Installment Loans
- . Other Loans or Notes Payable
- . Accrued Real Estate Taxes
- . Judgments/Settlements Owed
- . Other (Itemize): *Taxes*
- 0. *Maintenance*
- 1. *past due mortgage*

Total Liabilities

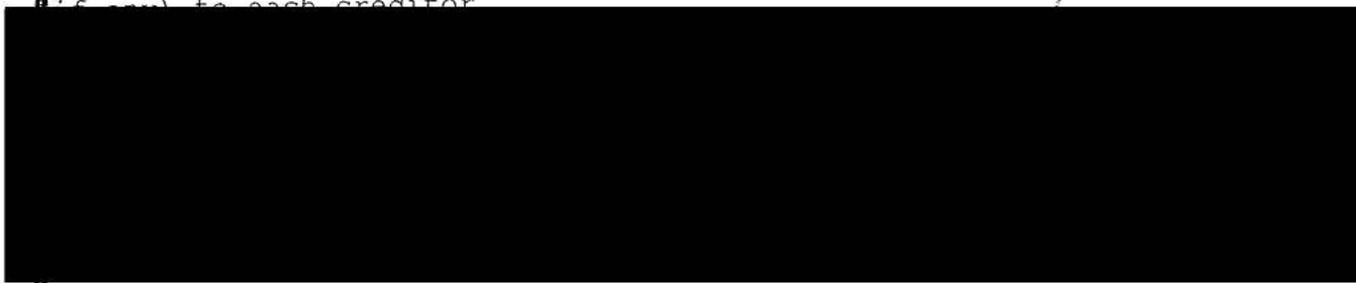
C. Net Worth (Assets Minus Liabilities)



D. For each asset with a fair market value of greater than \$1000, describe the asset, state the form of ownership (e.g., individual, joint, beneficial interest), provide a fair market value and explain how fair market value was determined (e.g., appraisal, comparison, estimate, etc.).



E. For each liability, indicate the date incurred; the original amount of the liability; the length of the obligation; the interest rate, the collateral or security; if any, who is responsible for the obligation; the outstanding balance; the name(s) and address(es) of all obligee(s); and your relationship (if any) to each creditor.



[Handwritten signature]

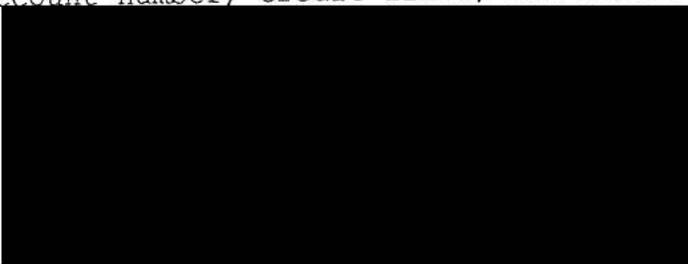
F. List all securities or commodities brokerage accounts and accounts at banks or other financial institutions in your name; under your control; in which you have or had a beneficial interest; or to which you are or were a signatory since December 31, 2004. For each account, specify the location of the account, account number and balance in cash or securities.



G. List any 401(k) plans, pension plans, Keogh plans, individual retirement accounts, profit sharing plans, thrift plans, life insurance policies or annuities, in which you have an interest, vested or otherwise. For each account or plan, specify the account name, the location of the account, account number and balance, and the terms of withdrawal or loan options.



H. List all credit cards or lines of credit in your name or to which you are a signatory, including the name of the credit issuer, account number, credit limit, and amount of indebtedness.

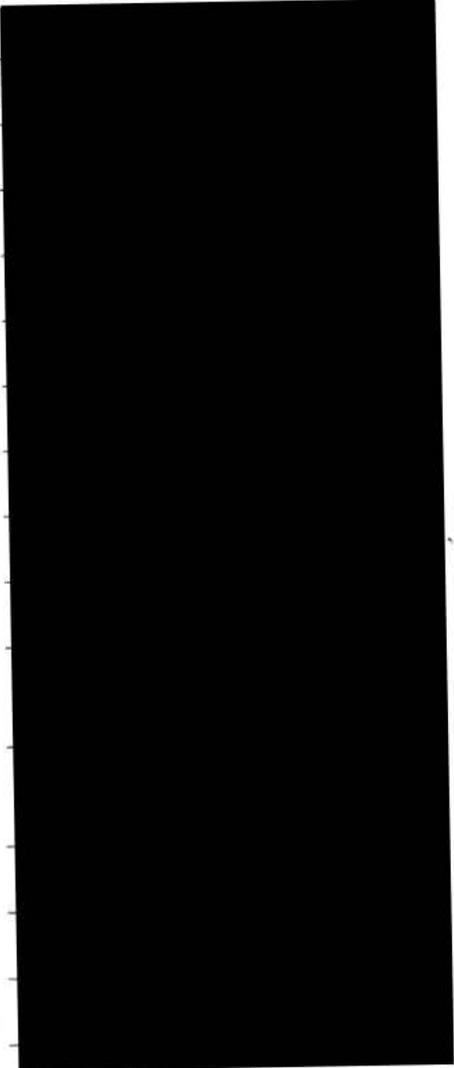
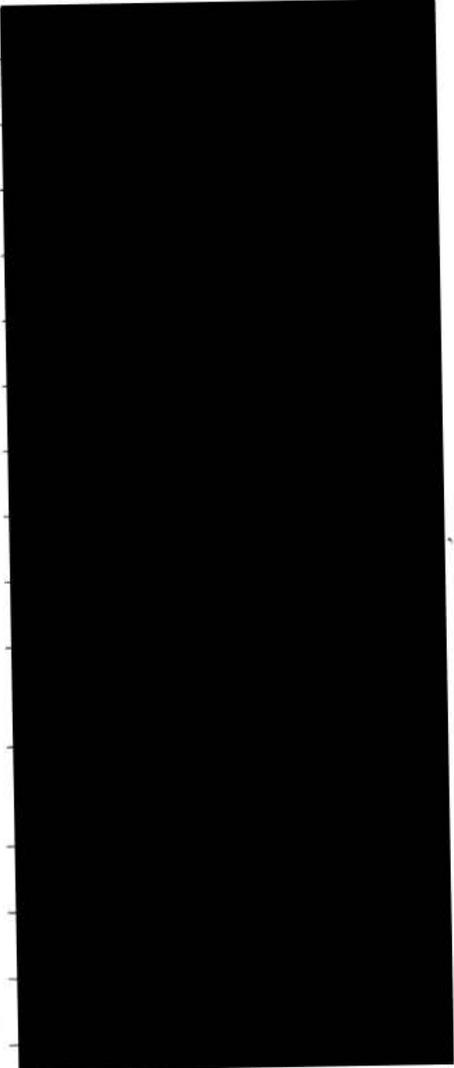


A handwritten signature or scribble in the bottom right corner of the page.

II. Cash Flow Information

A. Income/Receipts

List all money or other income received from any source on a monthly basis by you, your spouse, or any other member of your household, identifying the source, recipient, and amount. For any income received on a basis other than monthly, convert to a monthly basis for the purposes of this statement.

| <u>Description</u> | <u>Source</u> | <u>Amount</u> |
|---|---|---|
| 1. Salary/Wages |  |  |
| 2. Commissions/Advances | | |
| 3. Consulting Fees | | |
| 4. Dividends | | |
| 5. Interest | | |
| 6. Annuities | | |
| 7. Pensions | | |
| 8. Rents/Royalties | | |
| 9. Sales of Assets (Net) | | |
| 10. Repayment of Loans | | |
| 11. Payments on obligations made on your behalf by others | | |
| 12. Fringe Benefits (e.g., car) | | |
| 13. Alimony/Child Support | | |
| 14. Gifts/Bonuses | | |
| 15. Other (Itemize) | | |
| 16. _____ | | |
| Total Receipts | _____ | _____ |



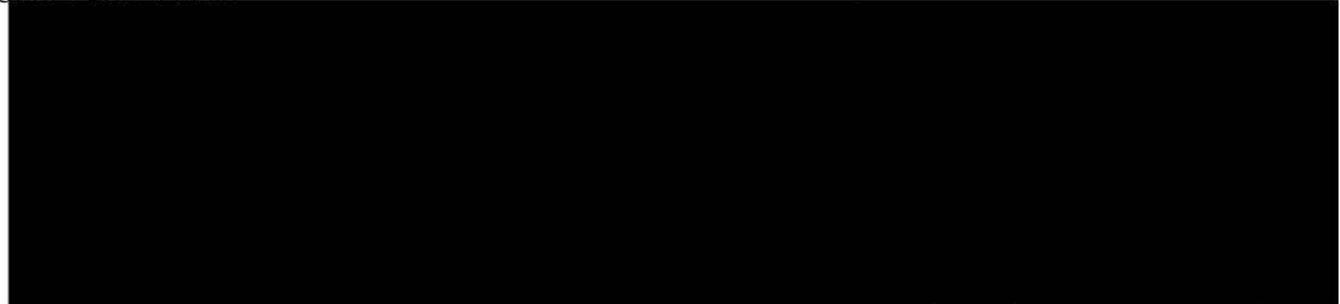
B. Expenses/Disbursements

List all monthly expenditures for whatever purpose for you or your household for the past 12 months, identifying the purpose and the amount, including projected expenses. For any expenditure which varies from month to month, indicate a range of amounts and the average amount on a monthly basis.

| <u>Description</u> | <u>Amount</u> |
|------------------------------|--|
| 1. Mortgage/Rent |  |
| 2. Food | |
| 3. Utilities | |
| 4. Payment on Loans | |
| 5. Real Estate Taxes | |
| 6. Insurance Premiums | |
| 7. Medical Expenses | |
| 8. Automobile Expenses | |
| 9. Alimony/Child Support | |
| 10. Income Taxes | |
| 11. Other Expenses (Itemize) | |
| 12. <u>Phone</u> | |
| 13. <u>Travel</u> | |
| 14. <u>Home Office</u> | |
| 15. _____ | |

Total Expenses/Disbursements _____*

*If you anticipate unusual expenses in the coming 12 months, please describe them

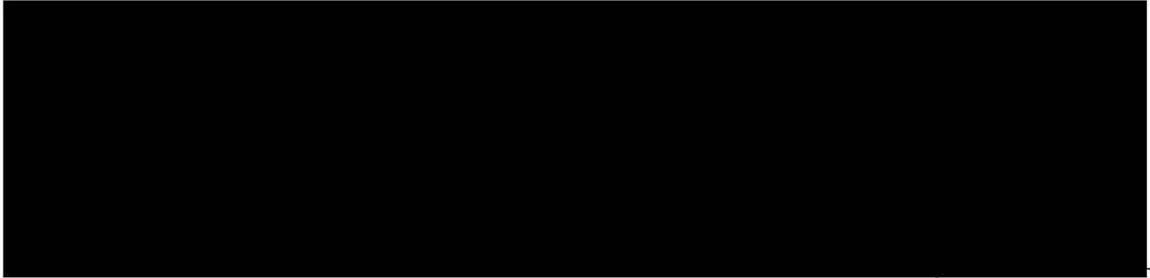


 16

III. Other information

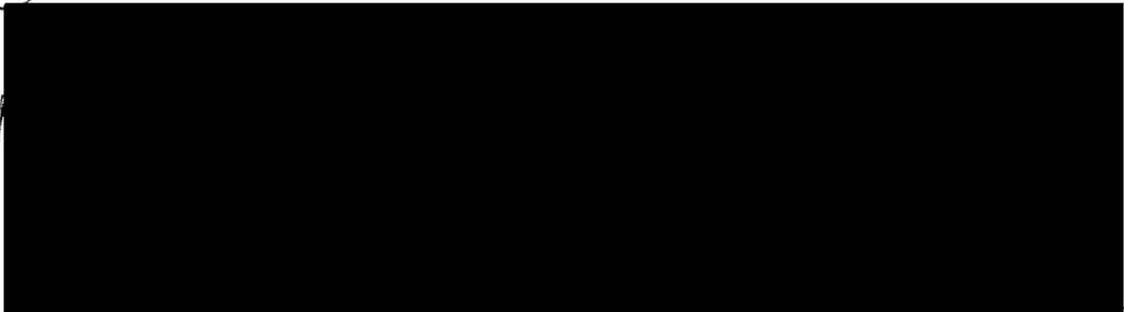
- A. List any disbursement having a value of \$1000 or more, made on your behalf, or on behalf of your spouse or children, by any other person or entity since December 1, 2004, the amount of the disbursement, and the name and address of the person or entity who made the disbursement.

0



- B. List all transfers of cash in an amount of \$1000 or more, or assets or property with a cost or fair market value of \$1000 or more, made by you since December 1, 2004, and, if applicable, identify the value of the asset, the consideration received, and the relationship of the transferor to the transferee, or indicate that no such transfers have been made.

0



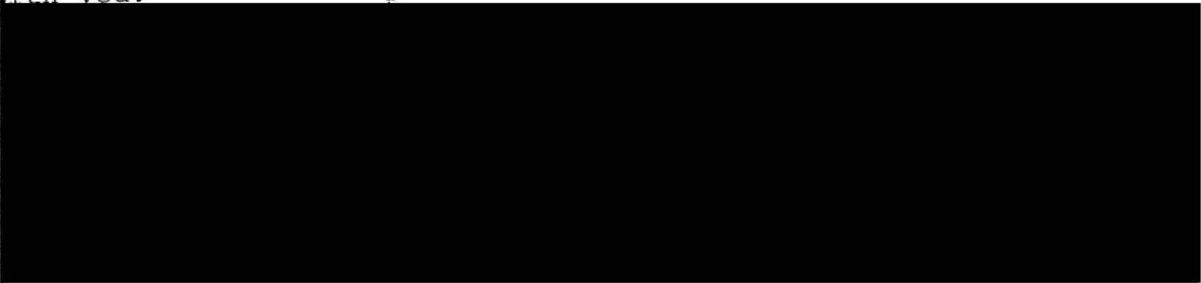
A large, loopy handwritten scribble or signature.



- C. Identify any financial institution accounts (other than those identified in Item I.F. above) in which you have deposited more than \$1000 since December 1, 2004, or indicate that no such deposits have been made.



- D. List all dependents, their ages, and whether or not they reside with you.



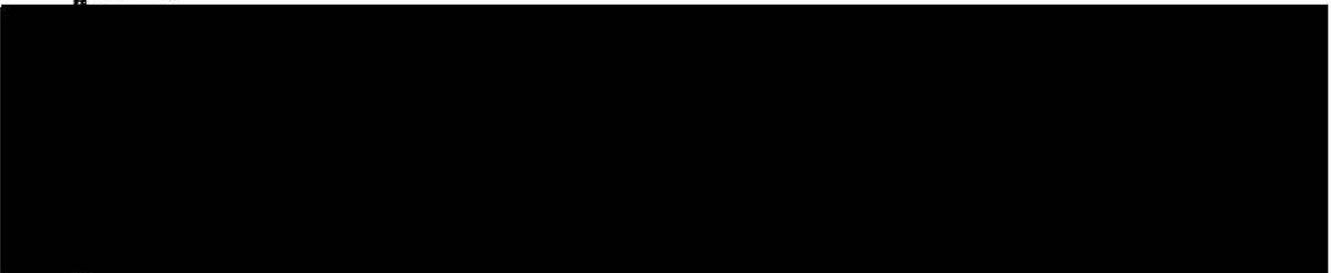
- E. Attach federal income tax returns filed by you or on your behalf (including personal, trust, or business returns) during the years 2004 through 2011.

- F. Attach any federal gift tax returns filed by you or your spouse during the years 2004 through 2011.

- G. Attach any financial statement which the declarant has prepared during the years 2004 through 2011 for any purpose (e.g., such as a financial statement provided to a bank to secure a loan.

- H. Attach copies of documents evidencing all outstanding loans for which you or your spouse is either a lender or borrower.

- I. Attach copies of all securities, commodities, bank, or other financial institution account statements for the past 12 months in your or your spouse's name, under your or your spouse's control, or in which you or your spouse has a beneficial interest.



A handwritten signature or scribble in black ink.

Under penalties of perjury, I declare that I have examined the information given in this statement, and attached hereto, and, to the best of my knowledge and belief, it is true, correct, and complete. I further declare that I have no assets, owned either directly or indirectly, or income of any nature other than as shown in, or attached to, this statement. I understand that any material misstatements or omissions made by me herein or in any attachments hereto may constitute criminal violations, punishable under 18 U.S.C. 1001.

my name is Daniel Imperato I prepare this document I reside at [REDACTED]

[REDACTED]. I have been and owner 2003 or earlier.

I am with out consul as pro se litigant.

I as best I could recollect and that I declare that to the best of my knowledge and belief, that the statements made in this document are true ,correct and complete.

[Handwritten signature]
Daniel Imperato

[Handwritten signature] _____ Witness.

State of Florida
Palm beach county

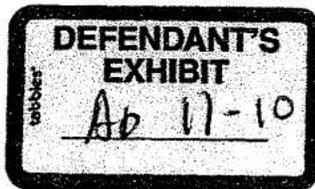
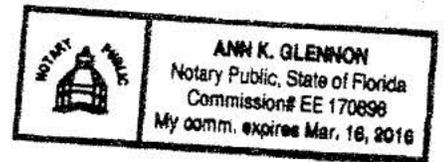
Sworn to and subscribed before me the undersigned notary public ,this 13th day of feb. 2013

My commission expires 2016

personally known produces identification type produced _____

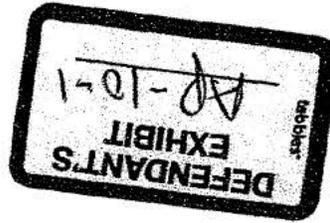
Notary public

[Handwritten signature]



[Handwritten scribble] 20

12



WEST PALM BEACH DOWNTOWN STA
 WEST PALM BEACH, Florida
 334019998
 1169180101 -0095
 05/07/2013 (561)833-0929 03:39:24 PM

| Product Description | Sale Qty | Receipt Unit Price | Final Price |
|---------------------------------|----------|----------------------|-------------|
| @@ FORT WORTH TX 76102 | | | \$5.60 |
| Zone-6 Priority Mail | | | |
| Flat Rate Env | | | |
| 7 lb. 12.6 oz. | | | |
| Expected Delivery: Thu 05/09/13 | | | |
| @@ Signature Confirmation | | | \$2.70 |
| Label #: | | 23101590000020615058 | |
| Issue PVT: | | | \$8.30 |

Total: \$8.30

Paid by: Debit Card \$8.30
 Account #: XXXXXXXXXXXX
 Approval #: 023915
 Transaction #: 103
 23 902941400
 Receipt #: 006557

@@ For tracking or inquiries go to USPS.com or call 1-800-222-1811.

Order stamps at usps.com/shop or call 1-800-Stamp24. Go to usps.com/clickship to print shipping labels with postage. For other information call 1-800-ASK-USPS.

Get your mail when and where you want it with a secure Post Office Box. Sign up for a box online at usps.com/poboxes.

Bill #: 1000502818387
 Clerk: 05

All sales final on stamps and postage
 Refunds for guaranteed services only
 Thank you for your business

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YOUR OPINION COUNTS

U.S. Postal Service Signature Confirmation™ Receipt

Postage and Signature Confirmation fees must be paid before mailing.
 Article Sent To: (To be completed by mailer)

Tim Mc Cole sec cumm. SJLW
 301 Cherry St #18 76102
 Ft Worth Texas

POSTAL CUSTOMER:
 Keep this receipt. For inquiries:
 Access internet web site at
 www.usps.com
 or call 1-800-222-1811

CHECK ONE (POSTAL USE ONLY)
 Priority Mail™ Service
 First-Class Mail® parcel
 Package Services parcel

(See Reverse)

PS Form 159, January 2005

Signature Confirmation Number: 3120 0157 0000 0292 5054

Postmark Here: DOWNTOWN STATION WEST PALM BEACH, FL 33401



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YOUR LABEL NUMBER

| SERVICE | STATUS OF YOUR ITEM | DATE & TIME | LOCATION | FEATURES |
|----------------|--|-----------------------|---------------------------|--|
| Priority Mail® | Insufficient Address | May 10, 2013, 4:00 am | FORT WORTH, TX 76102 | Expected Delivery By: May 9, 2013 Signature Confirmation™ Proof of Delivery |
| | Undeliverable as Addressed | May 9, 2013, 12:43 pm | FORT WORTH, TX 76102 | |
| | Out for Delivery | May 9, 2013, 8:57 am | FORT WORTH, TX 76102 | |
| | Sorting Complete | May 9, 2013, 8:47 am | FORT WORTH, TX 76102 | |
| | Arrival at Post Office | May 9, 2013, 7:50 am | FORT WORTH, TX 76102 | |
| | Depart USPS Sort Facility | May 9, 2013 | DALLAS, TX 75398 | |
| | Processed through USPS Sort Facility | May 8, 2013, 11:16 pm | DALLAS, TX 75398 | |
| | Depart USPS Sort Facility | May 8, 2013 | OPA LOCKA, FL 33054 | |
| | Processed at USPS Origin Sort Facility | May 7, 2013, 11:33 pm | OPA LOCKA, FL 33054 | |
| | Dispatched to Sort Facility | May 7, 2013, 5:41 pm | WEST PALM BEACH, FL 33401 | |
| | Acceptance | May 7, 2013, 3:38 pm | WEST PALM BEACH, FL 33401 | |

Check on Another Item

What's your label (or receipt) number?

LEGAL

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No FEAR Act EEO DADA

ON USPS.COM

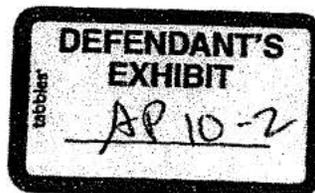
Government Services
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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

Case No. 12-80021-Civ-Ryskamp/Hopkins

SECURITIES AND EXCHANGE COMMISSION,

Plaintiff,

v.

IMPERIALI, INC., et al,

Defendants.

FILED by _____ D.C.

JAN 14 2013

STEVEN M. LARIMORE
CLERK U.S. DIST. CT.
S.D. OF FLA. - W.R.B.

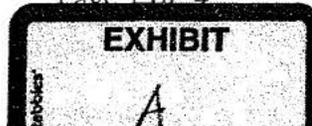
REPORT AND RECOMMENDATION

THIS CAUSE has come before this Court upon an Order referring all pre-trial matters to the United States Magistrate Judge Ann E. Vitunac (DE 19), and upon reassignment of this case to the undersigned United States Magistrate Judge (DE 35).

BACKGROUND

In this case, Plaintiff, the Securities and Exchange Commission, alleges that Defendants violated various provisions of the securities laws. (DE 1). The trial is set for the two-week trial period commencing on November 4, 2013. (DE 77). Discovery is due to be completed by April 8, 2013, and the deadline to file dispositive motions is May 6, 2013. (DE 60).

Between May 10, 2012 and June 26, 2012, Defendant Daniel Imperato, appearing pro se, filed over forty Motions and Notices in this case, or approximately one per day on average, including weekends. Most of the Motions are duplicates. In these filings Defendant Imperato seeks dismissal of this case with prejudice based on Plaintiff's counsel's failure to timely initiate a scheduling conference as required by the District Court's Order of Pretrial Procedures.



23

On June 26, 2012, the Court held a hearing on some of Defendant Imperato's Motions. At the hearing, Defendant Imperato was ordered to accompany each future filing with an affidavit certifying that the claims being raised are novel, subject to contempt for false swearing. *See Procup v. Strickland*, 792 F.2d 1069, 1070-1074 (11th Cir. 1986) (*en banc*).

Defendant Imperato made two filings since the hearing, one of which was accompanied by the certification (Notice, DE 98), and one of which was not (DE 99).

Plaintiff had requested that mediation in this case be referred to the United States Magistrate Judge Peter R. Palermo, and the District Court granted this request. (DE 93). Judge Palermo held a settlement conference on October 11, 2012. (DE 100). The case was tentatively settled with Defendant Imperato.

DISCUSSION

Because the case against Defendant Imperato has been settled, his Motions requesting dismissal of this matter¹ should be denied as moot.

Alternatively, Defendant Imperato's Motions should be denied as premature because discovery in this case does not close for several months. *See WSB-TV v. Lee*, 842 F.2d 1266, 1269 (11th Cir. 1988) (granting summary judgment before affording plaintiff an adequate opportunity to conduct discovery is reversible error). The Motion for Summary Judgement (DE 99) is also due to be stricken from the record for failure to comply with the certification requirement.

CONCLUSION

In conclusion, **IT IS HEREBY RECOMMENDED THAT** Defendant Imperato's Motions

¹This includes docket entries 26, 30, 31, 33, 34, 36, 37, 38, 40, 41, 42, 43, 44, 44, 46, 47, 48, 49, 50, 53, 54, 55, 56, 57, 58, 59, 63, 64, 65, 67, 68, 70, 71, 72, 75, 79, 80, 81, 82, 83, and 99.

(DEs 26, 30, 31, 33, 34, 36, 37, 38, 40, 41, 42, 43, 44, 44, 46, 47, 48, 49, 50, 53, 54, 55, 56, 57, 58, 59, 63, 64, 65, 67, 68, 70, 71, 72, 75, 79, 80, 81, 82, 83, and 99) be **DENIED**.

NOTICE OF RIGHT TO OBJECT

A party shall serve and file written objections, if any, to this Report and Recommendation with the Honorable Kenneth L. Ryskamp, Senior United States District Court Judge for the Southern District of Florida, within fourteen (14) days of being served with a copy of this Report and Recommendation. See 28 U.S.C. § 636(b)(1) (providing that “[w]ithin fourteen days after being served with a copy, any party may serve and file written objections to such proposed findings and recommendations as provided by rules of court.”); see also Fed. R. Civ. P. 72(b) (“Within 14 days after being served with a copy of the recommended disposition, a party may serve and file specific written objections to the proposed findings and recommendations. A party may respond to another party’s objections within 14 days after being served with a copy”). Failure to timely file objections shall bar the parties from attacking on appeal the factual findings contained herein. See *LoConte v. Dugger*, 847 F.2d 745 (11th Cir. 1988), cert. denied, 488 U.S. 958 (1988); *RTC v. Hallmark Builders, Inc*, 996 F.2d 1144, 1149 (11th Cir. 1993).

DONE AND SUBMITTED in Chambers this 11 day of January 2013, at West Palm Beach in the Southern District of Florida.

James M. Hopkins

JAMES M. HOPKINS
UNITED STATES MAGISTRATE JUDGE

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
WEST PALM BEACH DIVISION

Case No.: 12-CV-80021-RYSKAMP/HOPKINS

SECURITIES AND EXCHANGE COMMISSION,

Plaintiff,

v.

IMPERIALI, INC. et al.,

Defendants.

**ORDER ADOPTING REPORT AND RECOMMENDATIONS OF MAGISTRATE
JUDGE AND CLOSING CASE**

THIS CAUSE comes before the Court on the report of United States Magistrate Judge Hopkins [DE 101] entered on January 14, 2013. Plaintiff filed no objections to the Magistrate's report. This matter is ripe for adjudication.

The Court has conducted a *de novo* review of the report, objections, and pertinent portions of the record. Accordingly, it is hereby

ORDERED AND ADJUDGED that

- (1) The report of United States Magistrate Judge Hopkins [DE 101] be, and the same hereby is **RATIFIED, AFFIRMED and APPROVED** in its entirety;

(2) Defendant Daniel Imperato's motions [DE 26, 30, 31, 33, 34, 36, 37, 38, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 53, 54, 55, 56, 57, 58, 59, 63, 64, 65, 67, 68, 70, 71, 72, 75, 79, 80, 81, 82, 83, 99] is DENIED.

DONE AND ORDERED in Chambers at West Palm Beach, Florida this 14 day
of March, 2013.

/s/ Kenneth L. Ryskamp
KENNETH L. RYSKAMP
UNITED STATES DISTRICT JUDGE

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

SECURITIES AND EXCHANGE
COMMISSION,

Plaintiff,

v.

IMPERIALI, INC.,
DANIEL IMPERATO,
CHARLES FISCINA, AND
LAWRENCE O'DONNELL,

Defendants

Civil Action No.: 9:12-cv-80021

**FINAL JUDGMENT OF PERMANENT INJUNCTION
AS TO DEFENDANT DANIEL IMPERATO**

The Securities and Exchange Commission having filed a Complaint and Defendant Daniel Imperato, by written Consent, having entered a general appearance; consented to the Court's jurisdiction over Defendant and the subject matter of this action; consented to entry of this Final Judgment without admitting or denying the allegations of the Complaint (except as to jurisdiction); waived findings of fact and conclusions of law; and waived any right to appeal from this Final Judgment:

I.

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that Defendant and Defendant's agents, servants, employees, attorneys, and all persons in active concert or participation with them who receive actual notice of this Final Judgment by personal service or otherwise are permanently restrained and enjoined from further violating Section 5 of the

statement, application, report, account, record, or other document filed or transmitted pursuant to the Investment Company Act.

X.

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that, pursuant to Section 20(e) of the Securities Act [15 U.S.C. § 77t(e)] and Section 21(d)(2) of the Exchange Act [15 U.S.C. § 78u(d)(2)], Defendant is prohibited from acting as an officer or director of any issuer that has a class of securities registered pursuant to Section 12 of the Exchange Act [15 U.S.C. § 78l] or that is required to file reports pursuant to Section 15(d) of the Exchange Act [15 U.S.C. § 78o(d)].

XI.

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that Defendant is liable for disgorgement of \$ ~~500,000~~^{✓ TSM} representing profits gained as a result of the conduct alleged in the Complaint, together with prejudgment interest thereon in the amount of \$106,412.31, for a total of \$~~606,412.31~~^{✓ TSM}. Based on Defendant's sworn representations in his Statement of Financial Condition as of September 28, 2012, and other documents and information submitted to the Commission, however, the Court is not ordering Defendant to pay a civil penalty and payment of all of the disgorgement and pre-judgment interest thereon is waived. The determination not to impose a civil penalty and to waive payment of all of the disgorgement and pre-judgment interest is contingent upon the accuracy and completeness of Defendant's Statement of Financial Condition. If at any time following the entry of this Final Judgment the Commission obtains information indicating that Defendant's representations to the Commission concerning his assets, income, liabilities, or net worth were fraudulent, misleading, inaccurate, or incomplete in any material respect as of the time such representations were made, the Commission may, at its sole

Witnessed by: A. Hume 29

XIV.

There being no just reason for delay, pursuant to Rule 54(b) of the Federal Rules of Civil Procedure, the Clerk is ordered to enter this Final Judgment forthwith and without further notice.

Dated: Oct 11 2012

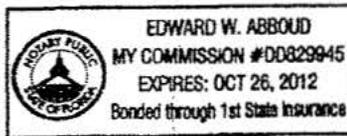
UNITED STATES DISTRICT JUDGE

Defaulted by Plaintiff/PR Ann Cookstead 8/6/12

Approved as to form and content:

X ~~_____~~ UNDER DURESS
Daniel J. Imperato

SUBSCRIBED TO BEFORE ME this 11th DAY OF OCTOBER 2012



Edward W. Abboud
NOTARY PUBLIC
STATE OF FLORIDA

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

SECURITIES AND EXCHANGE
COMMISSION,

Plaintiff,

Civil Action No.: 9:12-cv-80021

v.

IMPERIALI, INC.,
DANIEL IMPERATO,
CHARLES FISCINA, AND
LAWRENCE O'DONNELL,

Defendants

CONSENT OF DEFENDANT DANIEL IMPERATO

1. Defendant Daniel Imperato ("Defendant") acknowledges having been served with the complaint in this action, enters a general appearance, and admits the Court's jurisdiction over Defendant and over the subject matter of this action.

2. Without admitting or denying the allegations of the complaint (except as to personal and subject matter jurisdiction, which Defendant admits), Defendant hereby consents to the entry of the final Judgment in the form attached hereto (the "Final Judgment") and incorporated by reference herein, which, among other things:

- (a) Permanently restrains and enjoins Defendant from violating Sections 5(a), 5(c), and 17(a) of the Securities Act of 1933 ("Securities Act")[15 U.S.C. §§ 77e(a), 77e(c), and 77q(a)]; Sections 10(b), 13(b)(5), and 15(a) of the Securities Exchange Act of 1934 ("Exchange Act")[15 U.S.C. §§ 78j(b), 78m(b)(5), and 78o(a)] and Rules 10b-5, 13b2-1, 13b2-2, and 13a-14

thereunder [17 C.F.R. §§ 240.10b-5, 240.13b2-1; and 240.13b2-2]; and Section 34(b) of the Investment Company Act of 1940 ("Investment Company Act"); and from aiding and abetting violations of Sections 13(a), 13(b)(2)(A), and 13(b)(2)(B) of the Exchange Act [15 U.S.C. §§ 78m(a), 78m(B)(2)(A), and 78m((b)(2)(B))] and Rules 12b-20, 13a-1, 13a-11, and 13a-13 thereunder [17 C.F.R. § 240.12b-20, 240.13a-1, 240.13a-11, and 240.13a-13]; and

- (b) Prohibits Defendant, pursuant to Section 20(e) of the Securities Act [15 U.S.C. § 77t(e)] and Section 21(d)(2) of the Exchange Act [15 U.S.C. § 78u(d)(2)], from acting as an officer or director of any issuer that has a class of securities registered under Section 12 of the Exchange Act [15 U.S.C. § 78l] or that is required to file reports pursuant to Section 15(d) of the Exchange Act [15 U.S.C. § 78o(d)]

3. Defendant acknowledges that the Court is not imposing a civil penalty or requiring payment of \$606,412.31 of disgorgement and pre-judgment interest based on Defendant's sworn representations in Defendant's Statement of Financial Condition as of September 28, 2012, and other documents and information submitted to the Commission. Defendant further consents that if at any time following the entry of the Final Judgment the Commission obtains information indicating that Defendant's representations to the Commission concerning Defendant's assets, income, liabilities, or net worth were fraudulent, misleading, inaccurate, or incomplete in any material respect as of the time such representations were made, the Commission may, at its sole discretion and without prior notice to Defendant, petition the Court for an order requiring Defendant to pay the unpaid portion of the disgorgement, pre-

Witnessed by: Harvey Horis.

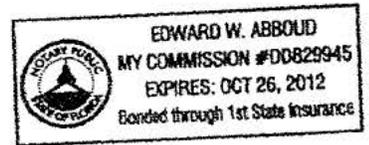
14. Defendant agrees that this Court shall retain jurisdiction over this matter for the purpose of enforcing the terms of the Final Judgment.

Dated: Oct 11, 2012

[Signature]
Daniel Imperato Under Oath

On Oct. 11, 2012, 2012, Daniel Imperato, a person known to me, personally appeared before me and acknowledged executing the foregoing Consent.

Edward W. Abboud
Notary Public
Commission expires:



Defaulted by Plaintiff now Contested 5/11

Witnessed by: [Signature]
Harvey Honig Court
off.

AP 13-1

IMPERIAL INVESTORS NOVEMBER 2005 - JULY 2007

FULL NAME

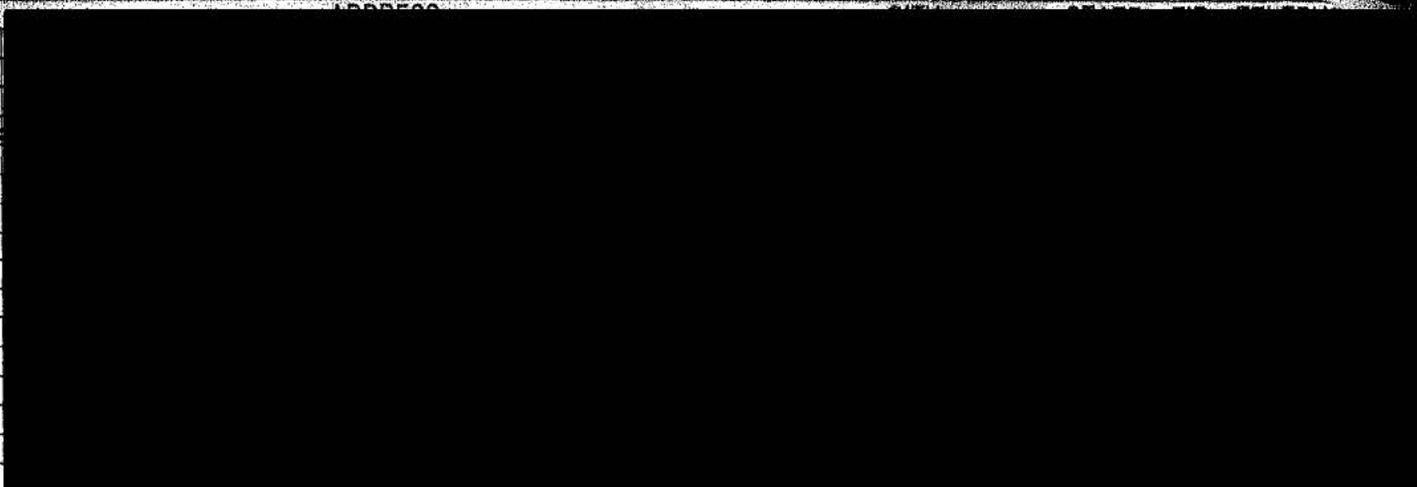
- ✓ TOM ARBUCKLE
- ✓ AVM, LP
- ✓ ALLISON BAEK *KH reports*
- ~~RANDAL BEATY~~
- ✓ ROBERT E. BEDROSS *100312-9071*
- ✓ BELL IRA
- ✓ DAVID BELL
- ✓ MICHAEL BELL
- ✓ RON BERMAN
- ✓ RICHARD BIGGS
- ✓ JOHN PIERRE BLONDEAU
- ✓ BERNARD BRICMONT
- ✓ T. LEE BROWN, JR. *XXXXXX*
- ✓ WILLIAM BRY ✓ ✓
- ✓ BUNCE
- ✓ RODERIC CASTOR
- ✓ ALAN CICHE
- ✓ CRAE IRA
- ✓ FORT SMITH WASTE PAPER COMPANY
- ✓ STEPHEN E. GATELY
- ✓ JOHN GILBERT
- ✓ HAMBERSEN
- ✓ JULIAN HAMBURGER
- ✓ DAVID R. HAMILTON
- ✓ TOM L. HANDY
- ✓ PAUL HARNISH
- ✓ CHARLES HELSLEY
- ✓ GARY HILL
- ✓ GEORGE JORDAN
- ✓ KLA/4 FAMILY LTD PARTNERSHIP
- ✓ JACK KRAUSER
- ✓ EDWIN KRIEL
- ✓ LANDMARK REALTY ADVISORS
- ✓ M. B. LONG
- ✓ MARION LOYD
- ✓ RALPH MAIN
- ✓ JOE MCLANEY, JR.
- ✓ JOE MCLANEY, JR.
- ✓ EDGAR R. MCRAE REVOCABLE TRUST ✓
- ✓ RICK MOLDEN
- ✓ MICHAEL NOONAN
- ✓ ALBERT AND KATHY OLBETER
- ✓ ROBERT J OLSEN
- ✓ LAVAL PERRY AND PATRICIA A. LUCAS



24

IMPERIAL INVESTORS NOVEMBER 2005 - JULY 2007

| | FULL NAME |
|---|-----------------------------------|
| ✓ | STAN PYSCZYNSKI |
| ✓ | NEIL A. RAMO REVOCABLE TRUST |
| ✓ | RATIN IRA |
| ✓ | BROOK REINBOEL |
| ✓ | MERYL AND ROBERT ROSENTHAL |
| ✓ | EUGENE SANDERS <i>Deceased</i> |
| ✓ | MARTHA SPRABERRY |
| ✓ | RONNIE STEFFEN |
| ✓ | THOMAS TARRANT |
| ✓ | TRACKFINDERS, INC. |
| ✓ | OLIVE TYNER |
| ✓ | U.S. BASEMENT WATERPROOFING, INC. |
| ✓ | GUS VAN SANT |
| ✓ | WAYLONIS |
| ✓ | MITCHELL WELIN |



35

LEGAL AND COMPLIANCE LLC
 330 Clematis Street, Suite 217
 West Palm Beach, FL 33401

Inv

| | |
|--------------|----------|
| Invoice No. | 443 |
| Invoice Date | 5/1/2016 |

Imperiali, Inc.
 Mr. Charles A. Fiscina
 [Redacted]
 [Redacted]

CareyLatlandC@a.com

http://www.Legal-And-Compliance.com

| |
|-------------|
| Terms |
| Net 10 days |

| Item | Description | Hours/Qty | Rate | Amount |
|----------------|--|-----------|----------|----------|
| | RETAINER BALANCE \$5,219.65 | | | |
| | COST RETAINER BALANCE \$5,000.00 | | | |
| | PLEASE SEE ATTACHED TIME RECORD | | | |
| Legal Services | For Services Rendered | 1 | 50.00 | 250.00 |
| Legal Services | For Services Rendered | 3 | 90.00 | 270.00 |
| Costs | Costs - filings with individual states | 1 | 5,460.00 | 5,460.00 |
| Costs | USPS Costs for U-2 Forms mailing | 1 | 58.14 | 58.14 |
| Legal Services | For Services Rendered | 2 | 90.00 | 180.00 |
| Legal Services | For Services Rendered | 2 | 50.00 | 500.00 |
| Legal Services | For Services Rendered | 2.24 | 50.00 | 560.00 |
| Legal Services | For Services Rendered | 1.75 | 50.00 | 437.50 |
| Costs | Federal Express | 1 | 28.24 | 28.24 |

Individual states

** 5611.00*
5,460.00

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- 1) By check
- 2) By Wire Transfer
- 3) By Credit Card (Visa, MasterCard, American Express)

Your selection should always include a tracking number for reference. If you select options 2 or 3, please contact our office for instructions.

| |
|-----------------|
| Current Balance |
| Balance Due |

DEFENDANT'S EXHIBIT
 62A

36

| | WORK PERFORMED | TIME | COSTS/FEES |
|-----------|---|-------|------------|
| 6/6/2006 | amend PPM; put PPM in final; prepare subscription agreement | 2.10 | |
| 6/8/2006 | receipt and review of proposed amendments to PPM from client; | 0.25 | |
| 6/10/2006 | receipt and review of communications from client and John Moran; respond | 0.35 | |
| 6/12/2006 | communication and correspondence with client; teleconference with client. | 1.10 | |
| 6/19/2006 | meeting with client | 1.00 | |
| 6/21/2006 | receipt and review of engagement letter with Larry O'Donnell and information and management requests | 0.50 | |
| 6/24-6/28 | Research Business Development Company; draft memorandum re BDC; revise PPM; draft Right of First Refusal | 15.60 | |
| 6/28/2006 | continue working on PPM; complete first right of refusal contract; communication and correspondence with client; preparation of issuance resolution for the issuance of stock to Dan Mangru | 2.00 | |

March 3rd, 2006

Gryphon Asset Management LLC
Frederick J Birks
101 Plaza Real South #401
Boca Raton, FL 33432

Mr. Bruce Reingold
[REDACTED]

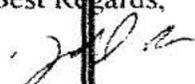
Dear Mr. Reingold:

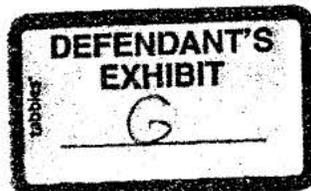
Based upon the fact that you have been a valued client I have decided to transfer to you shares of Imperiali, Inc. as a gift from Gryphon Asset Management LLC. The shares that will be transferred to you will be held in Gryphon Asset management LLC's name. Upon Completion of filing, registration and tradability of Imperiali Inc.'s common stock, 1500 shares of common stock of Imperiali, Inc. will be distributed to the brokerage account of your choice or a stock certificate will be issued to you from Gryphon Asset Management LLC.

Please note this transfer and gift of shares does not have anything to do with the Imperiali offering that you purchased stock in at \$ 1/share. This agreement is made between Bruce Reingold and Gryphon Asset Management LLC. I, Frederick J Birks am the sole operating manager/partner of Gryphon Asset Management LLC and am duly authorized to make said agreement.

If you have any questions regarding this agreement please contact me at 561-995-1447 or 954-415-0062.

Best Regards,


Frederick J Birks
Gryphon Asset Management LLC
101 Plaza Real South # 401
Boca Raton, FL 33432
954-415-0062



March 3rd, 2006

Gryphon Asset Management LLC
Frederick J Birks
101 Plaza Real South #401
Boca Raton, FL 33432

Mr. Randall Beatty


Dear Mr. Beatty:

Based upon the fact that you have been a valued client I have decided to transfer to you shares of Imperiali, Inc. as a gift from Gryphon Asset Management LLC. The shares that will be transferred to you will be held in Gryphon Asset management LLC's name. Upon Completion of filing, registration and tradability of Imperiali Inc.'s common stock, 30,000 shares of common stock of Imperiali, Inc. will be distributed to the brokerage account of your choice or a stock certificate will be issued to you from Gryphon Asset Management LLC.

Please note this transfer and gift of shares does not have anything to do with the Imperiali offering that you purchased stock in at \$ 1/share. This agreement is made between Randall Beatty and Gryphon Asset Management LLC. I, Frederick J Birks am the sole operating manger/partner of Gryphon Asset Management LLC and am duly authorized to make said agreement.

If you have any questions regarding this agreement please contact me at 561-995-1447 or 954-415-0062.

Best Regards,


Frederick J Birks

Gryphon Asset Management LLC
101 Plaza Real South # 401
Boca Raton, FL 33432
954-415-0062

March 3rd, 2006

Gryphon Asset Management LLC
Frederick J Birks
101 Plaza Real South #401
Boca Raton, FL 33432

Landmark Realty Advisors LLC Employees 401k Profit Sharing Plan
Raymond Anilonis

Dear Mr. Anilonis:

Based upon the fact that you have been a valued client I have decided to transfer to you shares of Imperiali, Inc. as a gift from Gryphon Asset Management LLC. The shares that will be transferred to you will be held in Gryphon Asset management LLC's name. Upon Completion of filing, registration and tradability of Imperiali Inc.'s common stock, 50,000 shares of common stock of Imperiali, Inc. will be distributed to the brokerage account of your choice or a stock certificate will be issued to you from Gryphon Asset Management LLC.

Please note this transfer and gift of shares does not have anything to do with the Imperiali offering that you purchased stock in at \$ 1/share. This agreement is made between Landmark Realty Advisors LLC Employees 401k Profit Sharing Plan and Gryphon Asset Management LLC. I, Frederick J Birks am the sole operating manger/partner of Gryphon Asset Management LLC and am duly authorized to make said agreement.

If you have any questions regarding this agreement please contact me at 561-995-1447 or 954-415-0062.

Best Regards,



Frederick J Birks
Gryphon Asset Management LLC
101 Plaza Real South # 401
Boca Raton, FL 33432
954-415-0062

March 3rd 2006

Gryphon Asset Management LLC
Frederick Birks
101 Plaza Real South #401
Boca Raton, FL 33432

Mitch Welin

Dear Mr. Welin:

Based upon the fact that you have been a valued client I have decided to transfer to you shares of Imperiali, Inc. as a gift from Gryphon Asset Management LLC. The shares that will be transferred to you will be held in Gryphon Asset management LLC's name. Upon completion of filing, registration and tradability of Imperiali Inc.'s common stock, 10,000 shares of common stock of Imperiali, Inc. will be distributed to the brokerage account of your choice or a stock certificate will be issued to you from Gryphon Asset Management LLC.

Please note this transfer and gift of shares does not have anything to do with the Imperiali offering that you purchased stock in at \$ 1/share. This agreement is made between Mitch Welin and Gryphon Asset Management LLC. I, Frederick J Birks am the sole operating manger/partner of Gryphon Asset Management LLC and am duly authorized to make said agreement.

If you have any questions regarding this agreement please contact me at 561-995-1447 or 954-415-0062.

Best Regards,



Frederick Birks
Gryphon Asset Management LLC
101 Plaza Real South # 401
Boca Raton, FL 33432
954-415-0062

March 3rd, 2006

Gryphon Asset Management LLC
Frederick J Birks
101 Plaza Real South #401
Boca Raton, FL 33432

Marion Loyd


Dear Mr. Loyd:

Based upon the fact that you have been a valued client I have decided to transfer to you shares of Imperiali, Inc. as a gift from Gryphon Asset Management LLC. The shares that will be transferred to you will be held in Gryphon Asset management LLC's name. Upon Completion of filing, registration and tradability of Imperiali Inc.'s common stock, 16,000 shares of common stock of Imperiali, Inc. will be distributed to the brokerage account of your choice or a stock certificate will be issued to you from Gryphon Asset Management LLC.

Please note this transfer and gift of shares does not have anything to do with the Imperiali offering that you purchased stock in at \$ 1/share. This agreement is made between Marion Loyd and Gryphon Asset Management LLC. I, Frederick J Birks am the sole operating manger/partner of Gryphon Asset Management LLC and am duly authorized to make said agreement.

If you have any questions regarding this agreement please contact me at 561-995-1447 or 954-415-0062.

Best Regards,



Frederick J Birks
Gryphon Asset Management LLC
101 Plaza Real South # 401
Boca Raton, FL 33432
954-415-0062

March 3rd, 2016

Gryphon Asset Management LLC
Frederick J Birks
101 Plaza Real South #401
Boca Raton, FL 33432

Dr. Jack Krauser


Dear Dr. Krauser:

Based upon the fact that you have been a valued client I have decided to transfer to you shares of Imperiali, Inc. as a gift from Gryphon Asset Management LLC. The shares that will be transferred to you will be held in Gryphon Asset management LLC's name. Upon completion of filing, registration and tradability of Imperiali Inc.'s common stock, 5000 shares of common stock of Imperiali, Inc. will be distributed to the brokerage account of your choice or a stock certificate will be issued to you from Gryphon Asset Management LLC.

Please note this transfer and gift of shares does not have anything to do with the Imperiali offering that you purchased stock in at \$ 1/share. This agreement is made between Jack Krauser and Gryphon Asset Management LLC. I, Frederick J Birks am the sole operating manger/partner of Gryphon Asset Management LLC and am duly authorized to make said agreement.

If you have any questions regarding this agreement please contact me at 561-995-1447 or 954-415-0062.

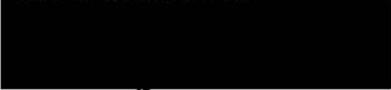
Best Regards,



Frederick J Birks
Gryphon Asset Management LLC
101 Plaza Real South # 401
Boca Raton, FL 33432
954-415-0062

March 31, 2006

Gryphon Asset Management LLC
Frederick J Birks
101 Plaza Real South #401
Boca Raton, FL 33432

Mr. George Jordan


Dear Mr. Jordan:

Based upon the fact that you have been a valued client I have decided to transfer to you shares of Imperiali, Inc. as a gift from Gryphon Asset Management LLC. The shares that will be transferred to you will be held in Gryphon Asset management LLC's name. Upon Completion of filing, registration and tradability of Imperiali Inc.'s common stock, 20,000 shares of common stock of Imperiali, Inc. will be distributed to the brokerage account of your choice or a stock certificate will be issued to you from Gryphon Asset Management LLC.

Please note this transfer and gift of shares does not have anything to do with the Imperiali offering that you purchased stock in at \$ 1/share. This agreement is made between George Jordan and Gryphon Asset Management LLC. I, Frederick J Birks am the sole operating manger/partner of Gryphon Asset Management LLC and am duly authorized to make said agreement.

If you have any questions regarding this agreement please contact me at 561-995-1447 or 954-415-0062.

Best Regards,



Frederick J Birks
Gryphon Asset Management LLC
101 Plaza Real South # 401
Boca Raton FL 33432
954-415-0062

March 3rd, 2006

Gryphon Asset Management LLC
Frederick J Birks
101 Plaza Real South #401
Boca Raton, FL 33432

Mr. Edwin Kriel


Dear Mr. Kriel:

Based upon the fact that you have been a valued client I have decided to transfer to you shares of Imperiali, Inc. as a gift from Gryphon Asset Management LLC. The shares that will be transferred to you will be held in Gryphon Asset management LLC's name. Upon Completion of filing, registration and tradability of Imperiali Inc.'s common stock, 65,000 shares of common stock of Imperiali, Inc. will be distributed to the brokerage account of your choice or a stock certificate will be issued to you from Gryphon Asset Management LLC.

Please note this transfer and gift of shares does not have anything to do with the Imperiali offering that you purchased stock in at \$ 1/share. This agreement is made between Edwin Kriel and Gryphon Asset Management LLC. I, Frederick J Birks am the sole operating manger/partner of Gryphon Asset Management LLC and am duly authorized to make said agreement.

If you have any questions regarding this agreement please contact me at 561-995-1447 or 954-415-0052.

Best Regards,



Frederick J Birks
Gryphon Asset Management LLC
101 Plaza Real South # 401
Boca Raton FL 33432
954-415-0052

08/17/2006

Gryphon Asset Management LLC
Frederick J Birks
101 Plaza Real South #401
Boca Raton, FL 33432

Mr. Tom Arbuckle

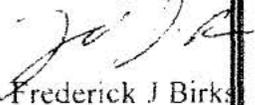

Dear Mr. Arbuckle:

Based upon the fact that you have been a valued client I have decided to transfer to you shares of Imperiali, Inc. as a gift from Gryphon Asset Management LLC. The shares that will be transferred to you will be held in Gryphon Asset management LLC's name. Upon Completion of filing, registration and tradability of Imperiali Inc.'s common stock, 4,000 shares of common stock of Imperiali, Inc. will be distributed to the brokerage account of your choice or a stock certificate will be issued to you from Gryphon Asset Management LLC.

Please note this transfer and gift of shares does not have anything to do with the Imperiali offering that you purchased stock in at \$1/share. This agreement is made between Tom Arbuckle and Gryphon Asset Management LLC. I, Frederick J Birks am sole operating manger/partner of Gryphon Asset Management LLC and am duly authorized to make said agreement.

If you have any questions regarding this agreement please contact me at 561-995-1447 or 954-415-0062.

Best Regards,



Frederick J Birks
Gryphon Asset Management LLC
101 Plaza Real South # 401
Boca Raton, FL 33432
954-415-0062

Feb 3rd, 2006

Gryphon Asset Management LLC
Frederick J Birks
101 Plaza Real South #401
Boca Raton, FL 33432

Lee Brown

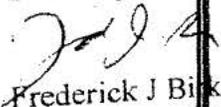

Dear Mr. Brown:

Based upon the fact that you have been a valued client I have decided to transfer to you shares of Imperiali, Inc. as a gift from Gryphon Asset Management LLC. The shares that will be transferred to you will be held in Gryphon Asset management LLC's name. Upon Completion of filing, registration and tradability of Imperiali Inc.'s common stock, 40,000 shares of common stock of Imperiali, Inc. will be distributed to the brokerage account of your choice or a stock certificate will be issued to you from Gryphon Asset Management LLC.

Please note this transfer and gift of shares does not have anything to do with the Imperiali offering that you purchased stock in at \$ 1/share. This agreement is made between Lee Brown and Gryphon Asset Management LLC. I, Frederick J Birks am the sole operating manager/partner of Gryphon Asset Management LLC and am duly authorized to make said agreement.

If you have any questions regarding this agreement please contact me at 561-995-1447 or 954-415-0062.

Best Regards,



Frederick J Birks
Gryphon Asset Management LLC
101 Plaza Real South # 401
Boca Raton, FL 33432
954-415-0062

March 3rd, 2006

Gryphon Asset Management LLC
Frederick J Birks
101 Plaza Real South #401
Boca Raton, FL 33432

Thomas Tarrant


Dear Mr. Tarrant:

Based upon the fact that you have been a valued client I have decided to transfer to you shares of Imperiali, Inc. as a gift from Gryphon Asset Management LLC. The shares that will be transferred to you will be held in Gryphon Asset management LLC's name. Upon Completion of filing, registration and tradability of Imperiali Inc.'s common stock, 5000 shares of common stock of Imperiali, Inc. will be distributed to the brokerage account of your choice or a stock certificate will be issued to you from Gryphon Asset Management LLC.

Please note this transfer and gift of shares does not have anything to do with the Imperiali offering that you purchased stock in at \$ 1/share. This agreement is made between Thomas Tarrant and Gryphon Asset Management LLC. I, Frederick J Birks am the sole operating manger/partner of Gryphon Asset Management LLC and am duly authorized to make said agreement.

If you have any questions regarding this agreement please contact me at 561-995-1447 or 954-415-0062.

Best Regards,



Frederick J Birks
Gryphon Asset Management LLC
101 Plaza Real South # 401
Boca Raton, FL 33432
954-415-0062

March 3rd, 2006

Gryphon Asset Management LLC
Frederick J Birks
101 Plaza Real South #401
Boca Raton, FL 33432

KLA/4 Family LTD Partnership RLLLP
Raymond Anilónis

Dear Mr. Anilónis:

Based upon the fact that you have been a valued client I have decided to transfer to you shares of Imperiali, Inc. as a gift from Gryphon Asset Management LLC. The shares that will be transferred to you will be held in Gryphon Asset management LLC's name. Upon Completion of filing, registration and tradability of Imperiali Inc.'s common stock, 100,000 shares of common stock of Imperiali, Inc. will be distributed to the brokerage account of your choice or a stock certificate will be issued to you from Gryphon Asset Management LLC.

Please note this transfer and gift of shares does not have anything to do with the Imperiali offering that you purchased stock in at \$ 1/share. This agreement is made between KLA/4 Family LTD Partnership RLLLP and Gryphon Asset Management LLC.

Frederick J Birks am the sole operating manger/partner of Gryphon Asset Management LLC and am duly authorized to make said agreement.

If you have any questions regarding this agreement please contact me at 561-995-1447 or 954-415-0062.

Best Regards,



Frederick J Birks
Gryphon Asset Management LLC
101 Plaza Real South # 401
Boca Raton, FL 33432
954-415-0062

March 3rd, 2006

Gryphon Asset Management LLC
Frederick J Birks
101 Plaza Real South #401
Boca Raton, FL 33432

Mr. M B Long

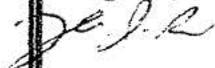

Dear Mr. Long:

Based upon the fact that you have been a valued client I have decided to transfer to you shares of Imperiali, Inc. as a gift from Gryphon Asset Management LLC. The shares that will be transferred to you will be held in Gryphon Asset management LLC's name. Upon Completion of filing, registration and tradability of Imperiali Inc.'s common stock, 75,000 shares of common stock of Imperiali, Inc. will be distributed to the brokerage account of your choice or a stock certificate will be issued to you from Gryphon Asset Management LLC.

Please note this transfer and gift of shares does not have anything to do with the Imperiali offering that you purchased stock in at \$ 1/share. This agreement is made between M B Long, I, Frederick J Birks am the sole operating manger/partner of Gryphon Asset Management LLC and am duly authorized to make said agreement.

If you have any questions regarding this agreement please contact me at 561-995-1447 or 954-415-0062.

Best Regards,

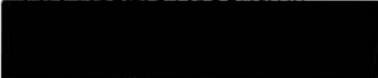


Frederick J Birks
Gryphon Asset Management LLC
101 Plaza Real South # 401
Boca Raton, FL 33432
954-415-0062

50

March 3rd, 2006

Gryphon Asset Management LLC
Frederick J Birks
101 Plaza Real South #401
Boca Raton, FL 33432

Mr. Robert Rosenthal


Dear Mr. Rosenthal:

Based upon the fact that you have been a valued client I have decided to transfer to you shares of Imperiali, Inc. as a gift from Gryphon Asset Management LLC. The shares that will be transferred to you will be held in Gryphon Asset management LLC's name. Upon Completion of filing, registration and tradability of Imperiali Inc.'s common stock, 70,000 shares of common stock of Imperiali, Inc. will be distributed to the brokerage account of your choice or a stock certificate will be issued to you from Gryphon Asset Management LLC.

Please note this transfer and gift of shares does not have anything to do with the Imperiali offering that you purchased stock in at \$ 1/share. This agreement is made between Robert Rosenthal, I, Frederick J Birks am the sole operating manger/partner of Gryphon Asset Management LLC and am duly authorized to make said agreement.

If you have any questions regarding this agreement please contact me at 561-995-1447 or 954-415-0062.

Best Regards,



Frederick J Birks
Gryphon Asset Management LLC
101 Plaza Real South # 401
Boca Raton, FL 33432
954-415-0062

ADVISING AGREEMENT

ADVISING AGREEMENT dated as of *11/10/07* (this "Agreement") by and between *Chrysler Group LLC*, a Florida corporation (the "Company"), and *[Name]*, an individual. ("Advisor").

WITNESSETH

WHEREAS, the Company wishes to retain Advisor to provide the Company with certain Advising services and Advisor is willing to provide such Advising services, on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing premises and of the mutual covenants and agreements hereinafter contained, the parties hereby agree as follows:

Section 1. Retention of ADVISOR. The Company hereby retains and engages ADVISOR, and ADVISOR hereby accepts such engagement, in each case subject to the terms and conditions of this Agreement.

Section 2. Services.

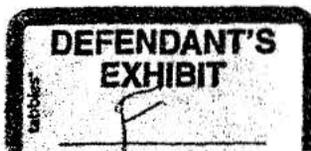
(a) On the terms and subject to the conditions herein contained, the Company hereby engages Advisor as an Advisor, and Advisor hereby accepts such engagement.

(b) With regard to operations, strategic planning and business development, the Advisor shall consult with the Company regarding:

- (i) developing new sources of business;
- (ii) identifying and analyzing possible strategic alliances with transportation companies or others, and acquisitions;
- (iii) evaluation and analysis of the Company's marketing plans and new products and services;
- (iv) review of the business plans for the Company, including the review of budgets and projections;
- (v) a detailed evaluation of the Company's competition in new and existing markets;
- (vi) analysis of information on a periodic basis concerning the financial performance of the Company and the markets in which it operates;
- (vii) Identification of suitable merger and acquisition candidates; and
- (viii) such other aspects of the business of the Company as Advisor and the Company may agree from time to time.

(c) In connection with any proposal made by ADVISOR pursuant to this Agreement, the Company and ADVISOR acknowledge that the Company shall not be obligated to accept such proposal or further obligate itself hereunder. Any arrangement or agreement between the Company and a third party shall be evidenced by an agreement duly authorized and executed by the Company.

Section 3. Compensation. The Company agrees to pay to ADVISOR \$ *100,000* ^{per year} ~~annually~~ as compensation for the services specified in Section 2 hereof. The Company acknowledges that it does not currently have the financial ability to pay for ADVISOR's services in cash. Therefore, in lieu of such cash payment and in consideration of the services heretofore rendered, and to be rendered by ADVISOR, pursuant to this Agreement, and for other good and valuable consideration the receipt and sufficiency of



or any litigation resulting therefrom, shall be approved by the Indemnified Party (whose approval shall not be unreasonably withheld), and the Indemnified Party may participate in such defense at such party's expense, and provided further that the failure of any Indemnified Party to give notice as provided herein shall not relieve the Indemnifying Party of its obligations under this Section 7. Each Indemnified Party shall furnish such information regarding itself or the claim in question as an Indemnifying Party may reasonably request in writing and as shall be reasonably required in connection with defense of such claim and any litigation resulting therefrom.

Section 7. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida without regard to the conflict of law principles thereof.

Section 8. Entire Agreement; Amendments. This Agreement contains the entire agreement and understanding between the parties and supersedes and preempts any prior understanding or agreements, whether written or oral. The provisions of this Agreement may be amended or waived only with the prior written consent of the Company and ADVISOR.

Section 9. Successors and Assigns; No Assignment. This Agreement shall be binding upon, inure to the benefit of, and shall be enforceable by ADVISOR and the Company and their respective successors and permitted assigns. The Advisor acknowledges that the services to be rendered by him under this Agreement are unique and personal. Accordingly, the Advisor shall not assign any of his rights or delegate any of his duties or obligations under this Agreement.

Section 10. Notices. All notices and other communications under this Agreement shall be in writing and shall be deemed effective and given upon actual delivery if presented personally, one business day after the date sent if sent by prepaid telegram, overnight courier service, telex or facsimile transmission or five business days if sent by registered or certified mail, return receipt requested, postage prepaid which shall be addressed to the following addresses:

If to the Company:

Christina L. ...



If to ADVISOR:

Section 11. Severability. If any provision of this Agreement or the application of any provision to any person or circumstance shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof.

Section 12. Section and Other Headings. The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

Section 13. Counterparts. This Agreement may be executed in any number of counterparts and by facsimile, each of which when so executed and delivered shall be deemed to be an original and all of which together shall be deemed to be one and the same Agreement.

Section 14. Independent Contractor. The Advisor agrees and acknowledges that he is solely responsible to pay all of his own taxes with respect to the issuance of the Shares to the Advisor hereunder. The Advisor shall not be entitled to receive, and shall not receive, any other benefits of employment from

which is hereby acknowledged by the Company, the Company, concurrently with the execution hereof, shall issue to ADVISOR ^{4 million} shares (the "Shares") of the Company's common stock, for the first year's compensation, which includes payment by the Advisor to the Company of the par value of the Shares. The parties agree that prior to the first year conclusion the parties will agree on the method of compensation for the second year. *Stock cost #s: 2300, 2311, 2327, 2303*

Section 4. Term. This Agreement shall be for a term of two years commencing on the date hereof (the "Term").

Section 5. Representations and Warranties of ADVISOR.

(a) ADVISOR represents and warrants to the Company that he is not acquiring the Shares with a view to, or for resale in connection with, any distribution in violation of the Securities Act of 1933, as amended.

(b) ADVISOR represents and warrants to the Company that:

- (i) ADVISOR is a natural person;
- (ii) ADVISOR shall provide bonafide services to the Company pursuant to this Agreement; and
- (iii) the services to be provided pursuant to this Agreement are not in connection with the offer or sale of securities and do not directly or indirectly promote or maintain a market for the Company's securities.

Section 6. Indemnification.

The Company agrees to indemnify and hold harmless ADVISOR and his affiliates against any and all losses, claims, damages, obligations, penalties, judgments, awards, liabilities, costs, expenses and disbursements (and all actions, suits, proceedings and investigations in respect thereof and any and all legal or other costs, expenses and disbursements in giving testimony or furnishing documents in response to a subpoena or otherwise), including, without limitation, the costs, expenses, and disbursements, as and when incurred, of investigating, preparing or defending any such action, proceeding or investigation (whether or not in connection with litigation to which ADVISOR is a party), directly or indirectly, caused by, relating to, based upon, arising out of or in connection with information provided by the Company which contains a material misrepresentation or material omission in connection with the provision of services by ADVISOR under this Agreement; provided, however, such indemnity agreement shall not apply to any portion of any such loss, claim, damage, obligation, penalty, judgment, award, liability, cost, expense or disbursement to the extent it is found by a court of competent jurisdiction to have resulted from the gross negligence or willful misconduct of ADVISOR. The Company also agrees that ADVISOR shall not have any liability (whether direct or indirect in contract or tort or otherwise) to the Company or to any person (including, without limitation, Company shareholders) claiming through the Company for or in connection with the engagement of ADVISOR, except to the extent that any such liability results from ADVISOR's gross negligence or willful misconduct. This indemnification shall survive the termination of this Agreement.

Each party entitled to indemnification under this Agreement (the "Indemnified Party") shall give notice to the party required to provide indemnification (the "Indemnifying Party") promptly after such Indemnified Party has actual knowledge of any claim as to which indemnity may be sought, and shall permit the Indemnifying Party to assume the defense of any such claim or any litigation resulting therefrom, provided that counsel for the Indemnifying Party, who shall conduct the defense of such claim

the Company, including, without limitation, disability insurance, worker's compensation or any other benefits incidental to any employer-employee relationship; it being the intention and agreement of the parties hereto that the Advisor's relationship with the Company is that of an independent contractor. Furthermore, this Agreement shall not be construed to create between the Company and the Advisor the relationship of principal or agent, joint venturers, co-partners or employer and employee, the existence of which is hereby expressly denied by the Company and the Advisor. The Advisor shall not be an agent of the Company for any purposes whatsoever and the Advisor shall have any right or authority to bind the Company or create any obligations, express or implied, on behalf of or in the name of the Company.

Section 15. No Conflicting Agreements. The Advisor represents that he is not a party to any other agreement or arrangement which would conflict with or interfere with the performance of his duties or obligations under this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

Christ Ernest Corp. LLC

By:

[Signature]
Daniel Imperato, President

6/6/07

By:

[Signature]
Cynthia Assenting LLC *6/6/07*

Navigators Insurance Company
One Penn Plaza
New New , York
10119

Policy : ny08dol24236nv

April 11th 013

Attention; Navigators pro claims department

Formal notice of claim, amendment of claim and
Proof of losses

Navigators pro ,this is to notice of claims. In connection with IMPERATO inc policy number ny08dol242364nv. provided for under section VIII.

Please be advised that we are filing such notice of claims with in the statutes of limitations as a second follow up, based on your companies false statements that IMPERIALI INC, had no coverage due to your mail notices to our former attorneys as well as your declinations of claims made by our shareholders after they were informed that your company was at fault and misrepresented the fact as and denied the shareholders their coverage as well as acted in bad faith and ruined the reputation of the company with negligence which resulted in the closing of a 120 mm dollar company with plans to become a two billion dollar Company in 3 years.

From the onset your company legal consul and out side legal consul has denied us coverage based upon misinformation of factual evidence of mis management as well as your negligence do to your notices of no coverage.

With finalization of securities exchange commission complaints of mismanagement as a pure fact and other related affirmative and factual merits were hereby submit a form notice of claim under the policy even though we believe the damages go beyond the policy since your company mislead us and we experienced a major loss because of your notices by us mail and other.

Based on the damages to shareholders and loss of their company it was impossible to complete our additional evidences of claims that are amended to our original notices of claims with in the proper notice periods after your negligence's admitted in your letter dated may 21st 2010

There are claims totaling two million dollars plus discovery

,and or assistance and the return of premiums to the shareholders /claimants .

In addition to claim s by Christ investments ,IMPERATO inc and Daniel Imperato, for abusive negligence and punitive damages and liability for the total loss of our company totaling one hundred and twenty million dollars up to two billion . Based on your and in connection own mismanagement.

The second claims on its own is based on the navigators pro and it s legal consul as well as internal controls and procedures of lack of acknowledgment of the notification of claims as well as because of such the company lacked the defenses was to be provided by the insurance company for the securities exchange case as well as the loss of Daniel IMPERATO et IMPERATO inc s lawyers whom took this case on contingency and drop the case based on you notice to them that the company never noticed navigators of a claim nor did Daniel Imperato the receiver of the company short comings based on his majority control and amounts of money owed to him and his family's well as assets totaling above seventy million dollars and a stock value of one hundred and twenty million dollars whereby treble damages does apply as matter of law and two and half time legal fees when final judgment is entered in a declaratory action against the navigators in federal court.

Due to the further actions of mismanagement pertaining to information gathered by all parties and the insurance company the shareholder have been denied their two million dollar claim and Christ investment and Imperiali inc have been severely damaged concerning the secondary claims of negligence ,false accusations ,mail fraud and other.

Upon the completion of the securities exchange claims against the company and its officers now unproven for fraud but certainly witness to factual mismanagement, we hereby continue the claims and proof of loss pertaining to said claims .

We have hold your company accountable to the fullest extent of the laws for the total amounts of the polices ,as well as 2.5 time legal fees upon success and addition damage for negligence .

Under your polices we believe you were to offer the company legal counsel to defend itself against the securities exchange commuission of which when we informed you of such suit as a joinder you never responded in favor except that you didn't believe you were liable for the claims disclosed

to the federal court judge whom stated that the insurance joinder had merits.

Based on your neglect and denial to offer legal help we tentatively settled this case with our own out of pocket costs with prose ;litigation and at a great cost ,forcing us to settle under duress because we could not afford to defend the company any longer its was very costly and time consuming.

1. The wrong full acts of the director/officer and their names and titles as follows;

- a.Charlse Fiscna
- b.John Chaplic
- c.Dan Mangru
- d.Carl silver
- e.Garry Griffes
- f.Corren Cuningham secretary
- g.Fred birks
- h.Eric skies

The management of the company from 2007 till 2008 had mismanaged the filings processes and ultimately ruined the filing process and damaging the companies possibility to become a publicly traded stock which was promised to the shareholders .

Because of these acts the management also mismanaged the assets of the company with loss of back up files, and loss of equipment as well as the loss of global contacts due to the mismanagement which ultimately ruined the company s filing with the securities exchange commission which effectuated claims against the company by the securities exchange commission and insurmountable losses to the shareholders.

This had no bearing on Eric Skies fraudulent acts in his own company even though he was chairmen of IMPERAILI inc. His action and sentencing was not for IMPERIALI inc. and when arrested the remaining management was still in place. But based on his arrest we found all the other mismanagement concerning said claims due to FBI and SEC investigations as well as our own investigations. Then management further mismanaged the return of the assets and the company s book as and records as well as filings with sec.

Your company is negligently and with notice of no coverage added injury and damages insurmountable such as loss of

shareholder support and loss of legal counsel on contingency claims.

We all fought and the new management blamed old management for D and O and then the founder stepped in and he was blamed for all and he ruined his reputation losing shareholder support cause of what appeared to be further mismanagement based on your company statements that IMPERATO and Imperiali inc never noticed navigators of a claim.

Well that would be mismanagement ,but even 2 years later your company acknowledges the negligence.

It was too late and the company operations was over and after finally finding your error and noticing you of one hundred twenty million dollars in claims up to two billion dollars in damages.

The company ultimately got sued for all of what our insurance policies were about.

Since this has now come to an end we want the shareholders to be paid in full as well as the damages your company caused IMPERATO and Christ investments as well as Daniel IMPERATO.

The acts of mismanagement with sec. filing and assets is clearly a covered event by the insurance policies under mismanagement.

The negligence is the second part of claims for your own errors and omissions of the clients notice to your company.

2. The following claimants are requesting payments in full ;

- 2.1.mr. & mrs Daniel Imperato
- 2.2.Featherstones ltd
- 2.3.Christ Investments
- 2.4.Geroge Jordan
- 2.5.Charles Helsley
- 2.6.Tom Handy
- 2.7.Olive Tynor
- 2.8.Steven Gately
- 2.9.Bill long
- 2.10.John Haubenstricker
- 2.11.Jack Krauser
- 2.12.Ned Kriel
- 2.13.David Bell
- 2.14.Barney Bricmount
- 2.15.John Gilbert
- 2.16.Julian Hamberger

- 2.17 Gregg Aratin
- 2.18 Marion loyd
- 2.19 Bill Bry
- 2.20 Ralph Main
- 2.21 Tom Tarrent
- 2.22 goip global
- 2.23 Paula Imperato
- 2.24 Ed Mcree
- 2.25 Rick Molden
- 2.26 Albert Olbeter
- 2.27 Robert Olson

The amounts of claims total two million dollars for the base of the policy amount and above ,with premium returns and discovery costs and other

Punitive damages claims sought by the shareholders
And Christ investments for your companies negligence's and errors and omissions of one hundred and twenty million dollar treble damages up to two billion dollars.

Addition claims for policies premiums and out of pocket as well as legal ,discovery and any other damages that apply.

3. The damages caused by mismanagement as well as your own companies mismanagement are as follows.

- 3.1 25 mm equity in investment shares in IMPERATO inc. and subsidiaries
- 3.2 18 years of world wide relations and contacts
- 3.3 70 mm of declared assets
- 3.4 other assets not valued yet
- 3.5 company stock valuation of 120 mm value sec. confirmed
- 3.6 two billion dollars worth of future value based on financial projects and business plans signed off by Wharton school of business cco /cpa. combining 18 years of hard work and execution of such plan world wide
- 3.7 public market access and liquidity
- 3.9 credibility loss and trust with shareholders re. ins
- 3.10 loss of consul and other claims
- 3.11 securities exchange claims brought against company and its directors for fraud totaling up to hundreds of millions of dollars of accusations and ultimately a hedge financial loss and total destruction of all .

The company lost market share and momentum because of navigators own mismanagement and negligence.

4. The founder Mr. IMPERATO who came in as a white knight on two occasions and was forced to become interim board member after his withdrawal in 2006 ,was the only one to be able to

try to save the company in 2007.

Now I am being denied his own claim as well as his losses of building up 18 years of a company with a perfect record, because he was called in to save the 500 shareholders and twenty five million dollars of investment in IMPERATO inc.

Additional purchase of seventy plus million in assets from Christ investments all lost.

The interim management team answered all securities related questions and then the company turned over control to new management 2 months later oct 2007 .

Then Kaiser Himmel took control of the company thru a stock subscription agreement with promise to pay 250 mm dollars with sprint stock for IMPERATO stock in dec 2007. The deal was completed and the control position change and was announce after the management was turned over to Kaiser Himmel management team whom become also IMPERATO inc management team until such time of may 2008 when skies was arrested we the mismanagement wasn't seen completely even though was acknowledged and repaired ,but finding out after skies arrest it wasn't repaired .

IMPERATO requested by the shareholders to step in again to try to save company and found insurance policies and noticed insurance company about what happened not knowing even what the insurance was all about because he was not a lawyer and required due process such till this date .

Since he wasn't a lawyer he got lawyers Searcy Denny (shareholder) Scarola, Barnhart Shipley whom eventually quit because of infighting with IMPERATO concerning navigators declination of claims and all went to hell in a hand bucket .

Then Imperato after 2 years was notice that there was in fact insurance and the company did not navigators and he it began to notice the shareholders the navigators said IMPERATO induced the same poor people that were lied to at first .

Then the sec. came in with complaint and here were are now.

5. The reports hereby attached are proof of losses and back up of hard copies or named documents which could be provide at request .

4.1 valuations documents of assets

4.2 sec letters

4.3 sec. disc of sworn statements interview (tbc)

4.4 attorney letters (scarola searcy denny)

4.5 Crowder attorney (greenburg traug)

The company reserves the right to add further proof as is deemed required at a later date or at discovery in a jury trial which the company ,its shareholders and founder will invoke if required to go to a court of law.

In addition the company is requesting as it had in the past for your lawyers to provide a copy of all documents they have in their possession to date concerning this loss. The company and its founders will invoke its rights to apply the freedom of information act to obtain any and all documents ,communications or other necessary evidence in excising their rights of so required to do so.

The company and its shareholders and directors as well as founders would like to settle this case prior to filing a case in court and are willing to mediate or to arbitrate if done within 90 days of this claim and proof of loss.

Demands hereby need to appoint an adjuster for this claim at once.

Once again the company and its shareholders and founders intend to exercise all of their rights and claims in the full amounts applicable by law as well as publicize the claims by filing court case and speak out on world wide networks concerning the negligence and destruction of the life of 18 years of hard work with no regards for the navigators own wrongful acts .

The enclosed claimants have verbally authorized such claim of loss and will follow up with affidavits and powers of attorney if deemed required to supporting Christ investments and all the shareholders collectively to eliminate and shorten the process to settle this matter if your company so desires.

Govern Your Self Accordingly

Dr.Daniel Imperato Fr. K.M. S.S.P GM + OB

April 15th 2013

Daniel Imperato

[REDACTED]

Dear

I am writing this letter with hope that you will support me on my efforts to prove the securities exchange commission s filing claims against me ,stating that I COLD CALLED you.

I explained that I never cold call you at all and the you were contacted by other people whom worked for IMPERIALI , and that you were clients of the people whom contacted from previous relationships with those parties or in some cases they may have contacted you first with out my knowledge.

I stated that I became know to you after the fact that you had been in discussions with others representing the company such as Dan Mangru, Fred Birks , Kyle Houser , Mike Cenit or others.

Please contact me ASAP at [REDACTED] and return the envelope with a signed copy of this letter and the name of the person who contacted you first and the relations ship with them.

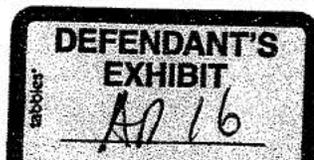
- a. prior relations with this person y /n YES
- b. new relation from IMPERATO inc y /n YES
- c. name of person whom contacted you first DAN MANGRU
- d. signature of shareholder Daniel A. Bell
- e. address [REDACTED]
- f. [REDACTED] email [REDACTED]

I am in the process of filing insurance claims and require this letter to be signed and returned.

Affidavit

My name is Daniel Imperato ,I prepare this document I reside at [REDACTED]

I as best I could recollect and that I declare that to the best of my knowledge and belief, that the statements made in



April 15th 2013

Daniel Imperato
[REDACTED]

Dear [REDACTED],

I am writing this letter with hope that you will support me on my efforts to prove the securities exchange commission's filing claims against me, stating that I COLD CALLED you.

I explained that I never cold call you at all and the you were contacted by other people whom worked for IMPERIALI, and that you were clients of the people whom contacted from previous relationships with those parties or in some cases they may have contacted you first with out my knowledge.

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Please contact me ASAP at [REDACTED] and return the envelope with a signed copy of this letter and the name of the person who contacted you first and the relationship with them.

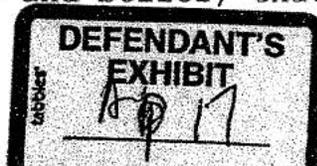
- a. prior relations with this person y (n)
- b. new relation from IMPERATO inc (y)/n
- c. name of person whom contacted you first Dan Mangru
- d. signature of shareholder Tom L. Glauzy
- e. address [REDACTED]
- f. phone [REDACTED] email [REDACTED]

I am in the process of filing insurance claims and require this letter to be signed and returned.

Affidavit

My name is Daniel Imperato, I prepare this document I reside at [REDACTED]

I as best I could recollect and that I declare that to the best of my knowledge and belief, that the statements made in



64

April 15th 2013

Daniel Imperato

[REDACTED]

Dear

I am writing this letter with hope that you will support me on my efforts to prove the securities exchange commission's filing claims against me, stating that I COLD CALLED you.

I explained that I never cold call you at all and the you were contacted by other people whom worked for IMPERIALI, and that you were clients of the people whom contacted from previous relationships with those parties or in some cases they may have contacted you first with out my knowledge.

I stated that I became know to you after the fact that you had been in discussions with others representing the company such as Dan Mangru, Fred Birks, Kyle Houser, Mike Cenit or others.

Please contact me ASAP at [REDACTED] and return the envelope with a signed copy of this letter and the name of the person who contacted you first and the relationship with them.

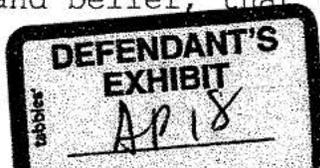
- a. prior relations with this person (y/n) _____
- b. new relation from IMPERATO inc y/n _____
- c. name of person whom contacted you first Dan Mangru
- d. signature of shareholder SRMPae - 4/30/13
- e. address [REDACTED]
- f. phone [REDACTED] email [REDACTED]

I am in the process of filing insurance claims and require this letter to be signed and returned.

Affidavit

My name is Daniel Imperato, I prepare this document I reside at [REDACTED]

I as best I could recollect and that I declare that to the best of my knowledge and belief, that the statements made in



65

April 15th 2013

Daniel Imperato

[REDACTED]

Dear

I am writing this letter with hope that you will support me on my efforts to prove the securities exchange commission s filing claims against me ,stating that I COLD CALLED you.

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I stated that I became know to you after the fact that you had been in discussions with others representing the company such as Dan Mangru, Fred Birks , Kyle Houser , Mike Cenit or others.

Please contact me ASAP at [REDACTED] and return the envelope with a signed copy of this letter and the name of the person who contacted you first and the relations ship with them.

a. prior relations with this person y /n

b. new relation from IMPERATO inc y /n

c. name of person whom contacted you first

d. signature of shareholder

e. address

f. phone [REDACTED] mail [REDACTED]

Did not hear from or get to know Mr. Daniel Imperato until after first doing business with the following:

*Mr. Kyle Houser - 1st
Mr. Dan Mangru - 2nd*

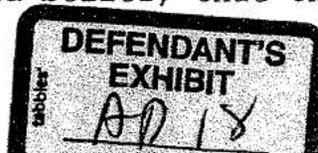
I am in the process of filing insurance claims and require this letter to be signed and returned.

4/21/13

Affidavit

My name is Daniel Imperato ,I prepare this document I reside at [REDACTED]

I as best I could recollect and that I declare that to the best of my knowledge and belief, that the statements made in



66

April 15th 2013

Daniel Imperato

[REDACTED]

Dear

I am writing this letter with hope that you will support me on my efforts to prove the securities exchange commission s filing claims against me ,stating that I COLD CALLED you.

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I stated that I became know to you after the fact that you had been in discussions with others representing the company such as Dan Mangru, Fred Birks , Kyle Houser , Mike Cenit or others.

Please contact me ASAP at [REDACTED] and return the envelope with a signed copy of this letter and the name of the person who contacted you first and the relations ship with them.

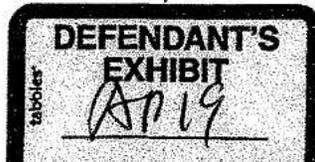
- a. prior relations with this person y/n _____
- b. new relation from IMPERATO inc y /n _____
- c. name of person whom contacted you first DAN MANGRU
- d. signature of shareholder Robert E. Mann
- e. address [REDACTED]
- f. phone [REDACTED] email [REDACTED]

I am in the process of filing insurance claims and require this letter to be signed and returned.

Affidavit

My name is Daniel Imperato ,I prepare this document I reside at [REDACTED]

I as best I could recollect and that I declare that to the best of my knowledge and belief, that the statements made in



67

April 15th 2013

Daniel Imperato

[REDACTED]

Dear

I am writing this letter with hope that you will support me on my efforts to prove the securities exchange commission s filing claims against me ,stating that I COLD CALLED you.

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Please contact me ASAP at [REDACTED] and return the envelope with a signed copy of this letter and the name of the person who contacted you first and the relations ship with them.

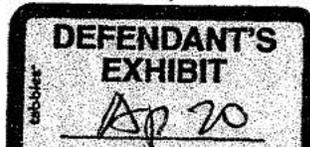
- a. prior relations with this person y No
- b. new relation from IMPERATO inc YES
- c. name of person whom contacted you first Don Mangru
- d. signature of shareholder Paul Malder
- e. address [REDACTED]
- f. phone [REDACTED] email [REDACTED]

I am in the process of filing insurance claims and require this letter to be signed and returned.

Affidavit

My name is Daniel Imperato ,I prepare this document I reside at [REDACTED]

I as best I could recollect and that I declare that to the best of my knowledge and belief, that the statements made in



68

April 15th 2013

Daniel Imperato



Dear

I am writing this letter with hope that you will support me on my efforts to prove the securities exchange commission's filing claims against me, stating that I COLD CALLED you.

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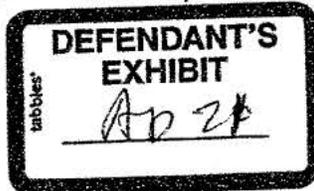
- a. prior relations with this person y /n NO
- b. new relation from IMPERATO inc y /n YES
- c. name of person whom contacted you first ^{1ST} KYLE HOUSER ^{2ND} DAN MANGRU
- d. signature of shareholder Olive H. Jyney
- e. address [REDACTED]
- f. phone [REDACTED] email [REDACTED]

I am in the process of filing insurance claims and require this letter to be signed and returned.

Affidavit

My name is Daniel Imperato, I prepare this document I reside at 529 south Flagler dr. 29 f, west palm beach fl. 33401.

I as best I could recollect and that I declare that to the best of my knowledge and belief, that the statements made in



69

April 15th 2013

Daniel Imperato

[REDACTED]

Dear

I am writing this letter with hope that you will support me on my efforts to prove the securities exchange commission's filing claims against me, stating that I COLD CALLED you.

I explained that I never cold call you at all and the you were contacted by other people whom worked for IMPERIALI, and that you were clients of the people whom contacted from previous relationships with those parties or in some cases they may have contacted you first with out my knowledge.

I stated that I became know to you after the fact that you had been in discussions with others representing the company such as Dan Mangru, Fred Birks, Kyle Houser, Mike Cenit or others.

Please contact me ASAP at [REDACTED] and return the envelope with a signed copy of this letter and the name of the person who contacted you first and the relationship with them.

- a. prior relations with this person (y)/n _____
- b. new relation from IMPERATO inc y (n) _____
- c. name of person whom contacted you first Fred Birks
- d. signature of shareholder George Jordan
- e. address [REDACTED]
- f. phone [REDACTED] email [REDACTED]

I am in the process of filing insurance claims and require this letter to be signed and returned.

Affidavit

My name is Daniel Imperato, I prepare this document I reside at [REDACTED].

I as best I could recollect and that I declare that to the best of my knowledge and belief, that the statements made in

DEFENDANT'S EXHIBIT

70

April 15th 2013

Daniel Imperato
[REDACTED]

Dear

I am writing this letter with hope that you will support me on my efforts to prove the securities exchange commission s filing claims against me ,stating that I COLD CALLED you.

I explained that I never cold call you at all and the you were contacted by other people whom worked for IMPERIALI , and that you were clients of the people whom contacted from previous relationships with those parties or in some cases they may have contacted you first with out my knowledge.

I stated that I became know to you after the fact that you had been in discussions with others representing the company such as Dan Mangru, Fred Birks , Kyle Houser , Mike Cenit or others.

Please contact me ASAP at [REDACTED] and return the envelope with a signed copy of this letter and the name of the person who contacted you first and the relations ship with them.

a. prior relations with this person y /n no

b. new relation from IMPERATO inc y /n yes

c. name of person whom contacted you first Dan Mangru

d. signature of shareholder Julian Hamburger

e. address [REDACTED]

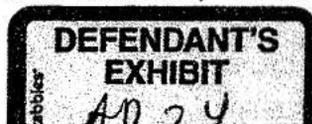
f. [REDACTED] CDM

I am in the process of filing insurance claims and require this letter to be signed and returned.

Affidavit

My name is Daniel Imperato ,I prepare this document I reside at [REDACTED].

I as best I could recollect and that I declare that to the best of my knowledge and belief, that the statements made in



71

April 15th 2013

Daniel Imperato

[REDACTED]

Dear Mr. Beety,

I am writing this letter with hope that you will support me on my efforts to prove the securities exchange commission s filing claims against me ,stating that I COLD CALLED you.

I explained that I never cold call you at all and the you were contacted by other people whom worked for IMPERIALI , and that you were clients of the people whom contacted from previous relationships with those parties or in some cases they may have contacted you first with out my knowledge.

I stated that I became know to you after the fact that you had been in discussions with others representing the company such as Dan Mangru, Fred Birks , Kyle Houser , Mike Cenit or others.

Please contact me ASAP at [REDACTED] and return the envelope with a signed copy of this letter and the name of the person who contacted you first and the relations ship with them.

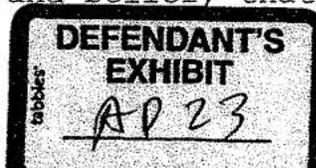
- a. prior relations with this person (y) ^{yes, but I don't remember} /n the company, or time,
- b. new relation from IMPERATO inc y /n _____
- c. name of person whom contacted you first DOAN ESPOSITO
- d. signature of shareholder Ronald E Beety, 21 April 2013
- e. address [REDACTED]
- f. phone [REDACTED] email _____

I am in the process of filing insurance claims and require this letter to be signed and returned.

Affidavit

My name is Daniel Imperato ,I prepare this document I reside at [REDACTED].

I as best I could recollect and that I declare that to the best of my knowledge and belief, that the statements made in



72

April 15th 2013

Daniel Imperato

[REDACTED]

Dear

I am writing this letter with hope that you will support me on my efforts to prove the securities exchange commission s filing claims against me ,stating that I COLD CALLED you.

I explained that I never cold call you at all and the you were contacted by other people whom worked for IMPERIALI , and that you were clients of the people whom contacted from previous relationships with those parties or in some cases they may have contacted you first with out my knowledge.

I stated that I became know to you after the fact that you had been in discussions with others representing the company such as Dan Mangru, Fred Birks , Kyle Houser , Mike Cenit or others.

Please contact me ASAP at [REDACTED] and return the envelope with a signed copy of this letter and the name of the person who contacted you first and the relations ship with them.

- a. prior relations with this person y /n No
- b. new relation from IMPERATO inc y /n YES
- c. name of person whom contacted you first ROBERT PARUSH
- d. signature of shareholder [Signature]
- e. address [REDACTED]
- f. phone [REDACTED] email [REDACTED]

I am in the process of filing insurance claims and require this letter to be signed and returned.

Affidavit

My name is Daniel Imperato ,I prepare this document I reside at [REDACTED]

I as best I could recollect and that I declare that to the best of my knowledge and belief, that the statements made in

April 15th 2013

Daniel Imperato
[REDACTED]

Dear

I am writing this letter with hope that you will support me on my efforts to prove the securities exchange commission s filing claims against me ,stating that I COLD CALLED you.

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I stated that I became know to you after the fact that you had been in discussions with others representing the company such as Dan Mangru, Fred Birks , Kyle Houser , Mike Cenit or others.

Please contact me ASAP at [REDACTED] and return the envelope with a signed copy of this letter and the name of the person who contacted you first and the relations ship with them.

- a. prior relations with this person y /n yes I knew Dan Mangru
b. new relation from IMPERATO inc y /n no I did not know Dan Imperato
c. name of person whom contacted you first Dan Mangru
d. signature of shareholder [Handwritten Signature]
e. address [REDACTED]
f. phone [REDACTED] email [REDACTED]

I am in the process of filing insurance claims and require this letter to be signed and returned.

Affidavit

My name is Daniel Imperato ,I prepare this document I reside at [REDACTED]

I as best I could recollect and that I declare that to the best of my knowledge and belief, that the statements made in

April 15th 2013

Daniel Imperato

[REDACTED]

Dear

I am writing this letter with hope that you will support me on my efforts to prove the securities exchange commission s filing claims against me ,stating that I COLD CALLED you.

I explained that I never cold call you at all and the you were contacted by other people whom worked for IMPERIALI , and that you were clients of the people whom contacted from previous relationships with those parties or in some cases they may have contacted you first with out my knowledge.

I stated that I became know to you after the fact that you had been in discussions with others representing the company such as Dan Mangru, Fred Birks , Kyle Houser , Mike Cenit or others.

Please contact me ASAP at [REDACTED] and return the envelope with a signed copy of this letter and the name of the person who contacted you first and the relations ship with them.

a. prior relations with this person /n _____

b. new relation from IMPERATO inc /n _____

c. name of person whom contacted you first Joe Devito

d. signature of shareholder M.B. Long

e. address _____

f. phone _____

[REDACTED] 5/16/13

I am in the process of filing insurance claims and require this letter to be signed and returned.

Affidavit

My name is Daniel Imperato ,I prepare this document I reside at [REDACTED]

I as best I could recollect and that I declare that to the best of my knowledge and belief, that the statements made in

75

April 15th 2013

Daniel Imperato

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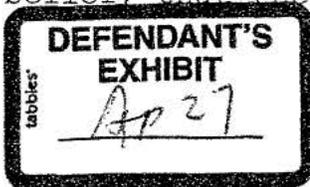
- a. prior relations with this person y /n NO
- b. new relation from IMPERATO inc y /n YES
- c. name of person whom contacted you first DAN MANGRU
- d. signature of shareholder Tobias Olsen
- e. address [REDACTED]
- f. phone [REDACTED] /email [REDACTED]

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76